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No. 37] NEW DELHI, SEPTEMBER 4—SEPTEMBER 10, 2005, SATURDAY/BHADRA 13—BHADRA 19, 1927

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 26 अगस्त, 2005

का.आ. 3184.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अधिवक्ताओं को विचारण न्यायालयों में केन्द्रीय अन्वेषण ब्यूरो द्वारा उन्हें सौंपे गए दिल्ली विशेष पुलिस स्थापना (के.अ. ब्यूरो) द्वारा आंध्र प्रदेश राज्य में विशाखापतनम में संस्थित मामलों के अभियोजन तथा विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषय का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

सर्वश्री

1. पुसुलुरि वेंकट विश्वनाथ
2. मेनदादला प्रभाकर राव

[फा. सं. 225/08/2005-ए.वी.डी.-II]

चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL,
PUBLIC GRIEVANCES AND PENSIONS
(Department of Personnel and Training)

New Delhi, the 26th August, 2005

S.O. 3184.—In exercise of the powers conferred by Section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutor for conducting the prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Andhra Pradesh at Visakhapatnam as entrusted to them by the Central Bureau of Investigation in the Trial Courts, and appeals/revisions or other matter arising out of these cases in revisional or Appellate Courts established by law.

1. Shri Pusuluri Venkata Viswanath
2. Mendadala Prabhakara Rao

[F. No. 225/08/2005 AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 1 सितम्बर, 2005

का.अ. 3185.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नैनीताल के अधिवक्ता और उत्तरांचल उच्च न्यायालय, नैनीताल में केन्द्रीय अन्वेषण ब्यूरो के रिटेनर काउंसिल श्री उमा कांत उन्नीयाल को उत्तरांचल उच्च न्यायालय, नैनीताल में दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजनों, अपीलों, पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/22/2005-ए.बी.डी.-II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 1st September, 2005

S.O. 3185.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints of Shri Uma Kant Uniyal, Advocate and Retainer Counsel of the Central Bureau of Investigation in the Uttaranchal High Court as Special Public Prosecutor for conducting the prosecution, appeals, revisions or other matter arising out of these cases in investigated by the Delhi Special Police Establishment in the Uttaranchal High Court at Nainital.

[F. No. 225/22/2005-AVD-II]

CHANDRA PRAKASH, Under Secy.

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 29 अगस्त, 2005

का.आ. 3186.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उप-नियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लिमिटेड जो कि 138, अन्नगप्पा नाइकेन स्ट्रीट, चेन्नई-600001 में स्थित है, को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए वाणिज्य मंत्रालय, भारत सरकार की अधिसूचना सं० का०आ० 3975 तारीख 20 दिसम्बर, 1965 के साथ संबंध अनुसूची में विनिर्दिष्ट खनिज और अयस्क ग्रुप-1 अर्थात्, लौह अयस्क और मैंगनीज अयस्क (मैंगनीज डायआक्साइड को छोड़कर) के निर्यात से पूर्व निरीक्षण हेतु निम्नलिखित शर्तों के अधीन चेन्नई में उक्त खनिजों एवं अयस्कों का निरीक्षण करने के लिए एतद्वारा एक अधिकरण के रूप में मान्यता प्रदान करती है अर्थात् :—

(i) कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लिमिटेड, चेन्नई खनिज तथा अयस्क (ग्रुप-1) का निर्यात (निरीक्षण) नियम, 1965, के 4 के अन्तर्गत निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस संबंध में निर्यात निरीक्षण परिषद् द्वारा नामित अधिकारियों को पर्याप्त सुविधाएं देगी;

(ii) कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लिमिटेड, चेन्नई इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फा.सं. 5 (1)/2005(22)/ई आई एंड ई पी]

राज सिंह, निदेशक

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 29th August, 2005

S.O. 3186.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with Sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Superintendence Company of India (Private) Limited, located at 138, Angappa Naicken Street, Chennai-600001, as an Agency for a period of three years with effect from the date of publication of this notification, for the inspection of Minerals and Ores Group-I, namely, Iron Ore and Manganese Ore (excluding Manganese Dioxide), specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce Number S. O. 3975, dated 20th December, 1965, prior to export of the said Minerals and Ores, at Chennai, subject to the following conditions, namely :—

- (i) that M/s. Superintendence Company of India (Private) Limited, Chennai shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule-4 of the Export of Minerals and Ores Group I (Inspection) Rules, 1965;
- (ii) that M/s. Superintendence Company of India (Private) Limited, Chennai in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F.No. 5(1)/2005(22)/EI & EP]

RAJ SINGH, Director.

नई दिल्ली, 29 अगस्त, 2005

का.आ. 3187.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लिमिटेड जो कि प्लॉट नं० वाई-23, ब्लॉक-ईपी, सेक्टर-V, साल्ट लेक, कोलकाता-700091 में स्थित है, को इस अधिसूचना के प्रकाशन की

तारीख से तीन वर्ष की अवधि के लिए वाणिज्य मंत्रालय, भारत सरकार की अधिसूचना सं० का०आ० 3975 तारीख 20 दिसम्बर, 1965 के साथ संबंध अनुसूची में विनिर्दिष्ट खनिज और अयस्क ग्रुप-I अर्थात्, लौह अयस्क और मैंगनीज अयस्क (मैंगनीज डायआक्साइड को छोड़कर) के निर्यात से पूर्व निरीक्षण हेतु निम्नलिखित शर्तों के अधीन कोलकाता में उक्त खनिजों एवं अयस्कों का निरीक्षण करने के लिए एतद्वारा एक अधिकरण के रूप में मान्यता प्रदान करती है अर्थात् :—

(i) कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लि., कोलकाता खनिज तथा अयस्क (ग्रुप-1) का निर्यात (निरीक्षण) नियम, 1965, के नियम 4 के अन्तर्गत निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस संबंध में निर्यात निरीक्षण परिषद् द्वारा नामित अधिकारियों को पर्याप्त सुविधाएं देगी;

(ii) कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लि., कोलकाता इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फा.सं. 5 (1)/2005(24)/ईआई एंड ईपी]

राज सिंह, निदेशक

New Delhi, the 29th August, 2005

S.O. 3187.—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with Sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Superintendence Company of India (Private) Limited located at Plot No. Y-23, Block-EP Sector-V, Salt Lake, Kolkata-700091, as an Agency for a period of three years with effect from the date of publication of this notification, for the inspection of Minerals and Ores Group-I, namely, Iron Ore and Manganese Ore (excluding Manganese Dioxide), specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce number S.O. 3975, dated 20th December, 1965, prior to export of the said Minerals and Ores, at Kolkata, subject to the following conditions, namely :—

- (i) that M/s. Superintendence Company of India (Private) Limited, Kolkata shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule-4 of the Export of Minerals and Ores Group-I (Inspection) Rules, 1965;
- (ii) that M/s. Superintendence Company of India (Private) Limited, Kolkata in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F.No. 5(1)/2005(24)/EI & EP]

RAJ SINGH, Director.

नई दिल्ली, 29 अगस्त, 2005

का.आ. 3188.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लिमिटेड जो कि.प्लॉट नं० 396, गौतम नगर, (हरिनाथ विद्यापीठ के पीछे), भुवनेश्वर-751014 में स्थित है, को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए वाणिज्य मंत्रालय, भारत सरकार की अधिसूचना सं० का० आ० 3975, तारीख 20 दिसम्बर, 1965 के साथ संबंध अनुसूची में विनिर्दिष्ट खनिज और अयस्क ग्रुप-I अर्थात्, लौह अयस्क और मैंगनीज अयस्क (मैंगनीज डायआक्साइड को छोड़कर) के निर्यात से पूर्व निरीक्षण हेतु निम्नलिखित शर्तों के अधीन भुवनेश्वर में उक्त खनिजों एवं अयस्कों का निरीक्षण करने के लिए एतद्वारा एक अधिकरण के रूप में मान्यता प्रदान करती है अर्थात् :—

(i) कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लिमिटेड, भुवनेश्वर खनिज तथा अयस्क (ग्रुप-I) का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस संबंध में निर्यात निरीक्षण परिषद् द्वारा नामित अधिकारियों को पर्याप्त सुविधाएं देगी;

(ii) कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लिमिटेड, भुवनेश्वर इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फा.सं. 5 (1)/2005(25)/ईआई एंड ईपी]

राज सिंह, निदेशक

New Delhi, the 29th August, 2005

S.O. 3188.—In exercise of the powers conferred by the Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with Sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Superintendence Company of India (Private) Limited, located at Plot No. 396, Gautam Nagar, (Opp. Harihara Bidyapitha), Bhubaneswar-751014, as an Agency for a period of three years with effect from the date of publication of this notification, for the inspection of Minerals and Ores Group-I, namely, Iron Ore and Manganese Ore (excluding Manganese Dioxide), and Group-II namely Manganese Dioxide and Chrome Ore including Chromite Concentrates, specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce number S.O. 3975, dated 20th December, 1965, prior to export of the said Minerals and Ores, at Bhubaneswar, subject to the following conditions, namely :—

- (i) that M/s. Superintendence Company of India (Private) Limited, Bhubaneswar shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed

by them in granting the certificate of inspection under rule-4 of the Export of Minerals and Ores Group-I (Inspection) Rules, 1965;

- (ii) that M/s. Superintendence Company of India (Private) Limited, Bhubaneswar in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 5(1)/2005(25)/EI & EP]

RAJ SINGH, Director

नई दिल्ली, 29 अगस्त, 2005

का.आ. 3189.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लिमिटेड, जो कि 25-9-14/4, गोदावरी स्ट्रीट, मैरीन टावर्स, विशाखापत्तनम-530001 में स्थित है, को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए वाणिज्य मंत्रालय भारत सरकार की अधिसूचना सं० का.आ. 3975, तारीख 20 दिसम्बर, 1965 के साथ संबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क ग्रुप-I अर्थात्, लौह अयस्क और मैंगनीज अयस्क के निर्यात से पूर्व निरीक्षण हेतु निम्नलिखित शर्तों के अधीन विशाखापत्तनम में उक्त खनिजों एवं अयस्कों का निरीक्षण करने के लिए एतद्वारा एक अधिकरण के रूप में मान्यता प्रदान करती है अर्थात् :—

(i) कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लि., विशाखापत्तनम खनिज तथा अयस्क (ग्रुप-I) का निर्यात (निरीक्षण) नियम, 1965, के 4 के अन्तर्गत निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस संबंध में निर्यात निरीक्षण परिषद् द्वारा नामित अधिकारियों को पर्याप्त सुविधाएं देगी;

(ii) कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लि., विशाखापत्तनम इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फा.सं. (1)/2005(21)/ईआई एंड ईपी]

राज सिंह, निदेशक

New Delhi, the 29th August, 2005.

S.O. 3189.—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with Sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Superintendence Company of India (Private) Limited, located at 25-9-14/4, Godavari Street, Marine Towers, Vishakhapatnam-530001, as an Agency for a period of three years with effect from the

date of publication of this notification, for the inspection of Minerals and Ores Group-I, namely, Iron Ore and Manganese Ore, specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce number S.O. 3975, dated 20th December, 1965, prior to export of the said Minerals and Ores, at Vishakhapatnam, subject to the following conditions, namely:—

- (i) that M/s. Superintendence Company of India (Private) Limited, Vishakhapatnam shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores-Group-I (Inspection) Rules, 1965;
- (ii) that M/s. Superintendence Company of India (Private) Limited, Vishakhapatnam in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 5(1)/2005(21)/EI&EP]

RAJ SINGH, Director

नई दिल्ली, 29 अगस्त, 2005

का.आ. 3190.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लिमिटेड जो कि लक्ष्मी भवन 161, पी.डी. मेल्लो रोड, मुम्बई-400001 में स्थित है, को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए वाणिज्य मंत्रालय भारत सरकार की अधिसूचना सं० का.आ. 3975, तारीख 20 दिसम्बर, 1965 के साथ संबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क ग्रुप-I अर्थात्, लौह अयस्क और मैंगनीज अयस्क (मैंगनीज डायआक्साइड को छोड़कर) के निर्यात से पूर्व निरीक्षण हेतु निम्नलिखित शर्तों के अधीन मुम्बई में उक्त खनिजों एवं अयस्कों का निरीक्षण करने के लिए एतद्वारा एक अधिकरण के रूप में मान्यता प्रदान करती है अर्थात् :—

(i) कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लि., मुम्बई खनिज तथा अयस्क (ग्रुप-I) का निर्यात (निरीक्षण) नियम, 1965, के नियम 4 के अन्तर्गत निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस संबंध में निर्यात निरीक्षण परिषद् द्वारा नामित अधिकारियों को पर्याप्त सुविधाएं देगी;

(ii) कि मैसर्स सुपरिटेण्डेंस कम्पनी ऑफ इंडिया (प्राइवेट) लि., मुम्बई इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फा.सं. 5 (1)/2005(23)/ईआई एंड ईपी]

राज सिंह, निदेशक

New Delhi, the 29th August, 2005

S.O. 3190.—In exercise of the powers conferred by the sub-section of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of Rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Superintendence Company of India (Private) Limited located at "Laxmi Bhavan" 161, P.D. Mello Road, Mumbai-400001, as an Agency for a period of three years with effect from the date of publication of this notification, for the inspection of Minerals and Ores Group-I, namely, Iron Ore and Manganese Ore (excluding Manganese Dioxide), specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce number S.O. 3975, dated 20th December, 1965, prior to export of the said Minerals and Ores, at Mumbai, subject to the following conditions, namely:—

- (i) that M/s. Superintendence Company of India (Private) Limited, Mumbai shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group-I (Inspection) Rules, 1965;

- (ii) that M/s. Superintendence Company of India (Private) Limited, Mumbai in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 5(I)/2005(23)/EI & EP]

RAJ SINGH, Director

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 23 अगस्त, 2005

का.आ. 3191.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (4) खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय दन्त चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-III में निम्नलिखित संशोधन करती है; नामतः—

2. दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-III में क्रम संख्या 83 और उससे संबंधित प्रविष्टियों के सामने स्तंभ 1, 2 एवं 3 की वर्तमान प्रविष्टियों के अंतर्गत निम्नलिखित क्रम संख्या और प्रविष्टियां जोड़ी जाएंगी, नामतः—

84. यूनिवर्सिटी आफ वेस्टर्न सिडनी, आस्ट्रेलिया	भारतीय विश्वविद्यालयों के पी.जी. डिप्लोमा इन कम्यूनिटी डेंटिस्ट्री के समकक्ष अतिरिक्त अर्हता के रूप में मास्टर इन पब्लिक हैल्थ डेंटिस्ट्री। (यदि दिसंबर 1999 में अथवा उसके बाद दी गई हो)	एमपीएच (डेंटिस्ट्री) यूनिवर्सिटी आफ वेस्टर्न सिडनी, आस्ट्रेलिया
85. सेंट लुईस यूनिवर्सिटी, मिसूरी (यू.एस.ए.)	भारतीय विश्वविद्यालयों के एमडीएस (आर्थोडॉन्टिक्स) के समकक्ष एक अतिरिक्त अर्हता के रूप में मास्टर आफ साइंस इन डेंटिस्ट्री (रिसर्च) आर्थोडॉन्टिक्स। (यदि 10-01-1997 को अथवा उसके बाद दी गई हो)	एम.एस.सी. डेंटिस्ट्री (आर्थोडॉन्टिक्स) सेंट लुईस यूनिवर्सिटी, मिसूरी (यू.एस.ए.)
86. किंग्स कालेज स्कूल आफ मेडीसिन एवं डेंटिस्ट्री, लंदन (यू.के.)	भारतीय विश्वविद्यालयों के पी.जी. डिप्लोमा कोर्स इन कम्यूनिटी डेंटिस्ट्री के समकक्ष एक अतिरिक्त अर्हता के रूप में मास्टर आफ साइंस इन डेंटल पब्लिक हैल्थ। (यदि 01-11-1996 को अथवा उसके बाद दी गई हो)	एम.एस.सी. (डीपीएच) किंग्स कालेज स्कूल आफ मेडीसिन एण्ड डेंटिस्ट्री, लंदन (यू.के.)
87. यूनिवर्सिटी आफ हांगकांग, हांगकांग	भारतीय विश्वविद्यालयों के एम.डी.एस. (पेडियाट्रिक डेंटिस्ट्री) के समकक्ष एक अतिरिक्त अर्हता के रूप में मास्टर आफ डेंटल साइंस (पेडियाट्रिक डेंटिस्ट्री)। (यदि 09-12-2002 को अथवा उसके बाद दी गई हो)।	एम.डी.एस. (पेडियाट्रिक डेंटिस्ट्री) यूनिवर्सिटी आफ हांगकांग
88. ओहियो स्टेट यूनिवर्सिटी, ओहियो (यू.एस.ए.)	भारतीय विश्वविद्यालयों के एम.डी.एस. (आर्थोडॉन्टिक्स) के समकक्ष एक अतिरिक्त अर्हता के रूप में मास्टर आफ साइंस इन आर्थोडॉन्टिक्स। (यदि 1-7-1988 को अथवा उसके बाद दी गई हो)।	एम.एस.सी. (आर्थोडॉन्टिक्स) ओहियो स्टेट यूनिवर्सिटी, ओहियो, यू.एस.ए.

[फा. सं. वी-12018/1/2004-पीएमएस]

ए. के. सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE**(Department of Health & Family Welfare)**

New Delhi, the 23rd August, 2005

S.O. 3191.—In exercise of the powers conferred by clause (b) of sub-section (4) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after con-

sultation with the Dental Council of India, hereby makes the following further amendments in Part-III of the Schedule to the said Act, namely :—

2. Under the existing entries of column 1, 2 & 3 against serial number 83 in Part-III of the Schedule to the Dentists Act, 1948 (16 of 1948) the following serial number and entries shall be added, namely :—

84. University of Western Sydney, Australia	Master in Public Health Dentistry as an additional qualification equivalent to PG Diploma in Community Dentistry of Indian Universities. (When granted on or after December 1999).	MPH (Dentistry) University of Western Sydney, Australia.
85. St. Louis University, Missouri (USA)	Master of Science in Dentistry (Research) Orthodontics as an additional qualification equivalent to MDS (Orthodontics) of Indian Universities. (When granted on or after 10-01-1997).	M.Sc. Dentistry (Orthodontics) St. Louis University, Missouri (USA)
86. Kings College School of Medicine & Dentistry, London (UK)	Master of Science in Dental Public Health as an additional qualification equivalent to PG Diploma Course in Community Dentistry of Indian Universities. (When granted on or after 01-11-1996).	M.Sc. (DPH) Kings College School of Medicine & Dentistry, London (UK)
87. University of Hong Kong, Hong Kong	Master of Dental Science (Paediatric Dentistry) as an additional qualification equivalent to MDS (Paediatric Dentistry) of Indian Universities. (When granted on or after 09-12-2002).	MDS (Paediatric Dentistry) University of Hong Kong
88. Ohio State University, Ohio (USA)	Master of Science in Orthodontics as an additional qualification equivalent to MDS (Orthodontics) of Indian Universities. (When granted on or after 01-07-1988).	M.Sc. (Orthodontics) Ohio State University, Ohio, USA.

[F.No. V-12018/1/2004-PMS]

A. K. SINGH, Under Secy.

विदेश मंत्रालय

(सी. पी. वी. डिविजन)

नई दिल्ली, 17 अगस्त, 2005

का. आ. 3192.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) को धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, डाकार में श्री जी. अजीत कुमार, सहायक को 17-08-2005 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2005]

एस. एन. वी. रामन्ना राव, अवर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. Division)

New Delhi, the 17th August, 2005

S.O. 3192.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri G. Ajith Kumar, Assistant in the Embassy of India, Dakar to perform the duties of Assistant Consular Officer with effect from 17-08-2005.

[No. T. 4330/01/2005]

S. N.V. RAMANA RAO, Under Secy. (Cons.)

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 23 अगस्त, 2005

का. आ. 3193.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक दूरसंचार, भारत संचार निगम लि०, कर्नाटक परिमण्डल, बैंगलूर-560008

1. मंडल अभियंता (आंतरिक), दावनगेरे
2. मंडल अभियंता (ग्रामीण), दावनगेरे
3. तारघर, दावनगेरे
4. उप-मंडल अधिकारी (फोन्स), दावनगेरे
5. उप-मंडल अभियंता ट्रंक्स मोबाइल, दावनगेरे
6. मंडल अभियंता शहरी/ग्रामीण, चित्रदुर्ग
7. उप-मंडल अभियंता सी डाट, चित्रदुर्ग
8. तारघर, चित्रदुर्ग
9. मंडल अभियंता, चलकेरे
10. मंडल अभियंता, होल्लकेरे
11. मंडल अभियंता, हिरियूर
12. उप-मंडल अभियंता, होसदुर्ग समूह
13. उप-मंडल अभियंता (फोन्स), हरिहर
14. उप-मंडल अभियंता (समूह), मलेबेनूर
15. उप-मंडल अभियंता (समूह), जगलूर
16. उप-मंडल अभियंता, मोल्कलानूर

[सं. ई-11016/1/2005 (रा.भा.)]

हरीश चन्द्र जयाल, संयुक्त सचिव

MINISTRY OF COMMUNICATIONS AND
INFORMATION TECHNOLOGY

(Department of Telecommunications)

(O.L. SECTION)

New Delhi, the 23rd August, 2005

S.O. 3193.—In pursuance of the Rule 10(4) of the Official Language (Use for official purposes of the Union), Rules, 1976 (as amended—1987), the Central Government hereby notifies the following Offices under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications whereof more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager Telecom, BSNL, Karnataka Circle, Bangalore-560008.

1. Divisional Engineer (Internal), Davangere
2. Divisional Engineer (Rural), Davangere
3. Telegraph Office, Davangere
4. Sub-Divisional Officer (Phones), Davangere
5. Sub-Divisional Engineer, Trunks Mobile, Davangere
6. Divisional Engineer Urban/Rural, Chitradurg
7. Sub-Divisional Engineer, C Dot, Chitradurg
8. Telegraph Office, Chitradurg
9. Divisional Engineer, Chalkere
10. Divisional Engineer, Hollkera
11. Divisional Engineer, Heriyur
12. Sub-Divisional Engineer, Hosdurg Group
13. Sub-Divisional Engineer (Phones), Harihar
14. Sub-Divisional Engineer (Group), Malebenoor
15. Sub-Divisional Engineer (Group), Jagloor
16. Sub-Divisional Engineer, Molkalanoor

[No. E-11016/1/2005/(O.L.)]

HARISH CHANDRA JAYAL, Jt. Secy.

मानव संसाधन विकास मंत्रालय

(माध्यमिक तथा उच्चतर शिक्षा विभाग)

नई दिल्ली, 28 जुलाई, 2005

का.आ. 3194.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में मानव संसाधन विकास मंत्रालय (माध्यमिक तथा उच्चतर शिक्षा विभाग) के अन्तर्गत कार्यरत निम्नलिखित 10 केन्द्रीय विद्यालयों को, ऐसी संस्थाओं के रूप में, जिनमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. केन्द्रीय विद्यालय,
(द्वितीय पाली), जनकपुरी, नई दिल्ली-58
2. केन्द्रीय विद्यालय,
(द्वितीय पाली), उत्तम नगर, नई दिल्ली-56
3. केन्द्रीय विद्यालय,
(द्वितीय पाली), गोल मार्किट, नई दिल्ली-110001
4. केन्द्रीय विद्यालय,
सैक्टर-3, रोहिणी, नई दिल्ली-85
5. केन्द्रीय विद्यालय,
सैक्टर-3, फरीदाबाद, हरियाणा
6. केन्द्रीय विद्यालय,
सैक्टर-5, द्वारका, नई दिल्ली-75
7. केन्द्रीय विद्यालय,
ई.बी.एस., बाबूगढ़ कैंट, गाजियाबाद
8. केन्द्रीय विद्यालय,
सैक्टर-3, द्वारका, नई दिल्ली-75
9. केन्द्रीय विद्यालय,
सैक्टर-25, रोहिणी, नई दिल्ली-85
10. केन्द्रीय विद्यालय,
सैक्टर-3, रोहिणी, नई दिल्ली-85

[सं. 11011-7/2005-रा.भा.ए.]

डी.पी. बन्दूनी, निदेशक (रा.भा.)

**MINISTRY OF HUMAN RESOURCE
DEVELOPMENT**

(Department of Sec. and Higher Education)

New Delhi, the 28th July, 2005

S.O. 3194.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use for Official Purposes of the Union) Rules, 1976, the Central Govt. hereby notifies the following 10 Kendriya Vidyalayas under the Ministry of Human Resource Development, (Deptt. of Sec. and Higher Education) whose more than 80% members of the staff have acquired working knowledge of Hindi :—

1. Kendriya Vidyalaya,
(IInd Shift) Janak Puri, New Delhi-58
2. Kendriya Vidyalaya,
(IInd Shift) Uttam Nagar, New Delhi-56
3. Kendriya Vidyalaya,
(IInd Shift) Gol Market, New Delhi-110001

4. Kendriya Vidyalaya,
Sector-3, Rohini, New Delhi-85
5. Kendriya Vidyalaya,
Sector-3, Faridabad, Haryana
6. Kendriya Vidyalaya,
Sector-5, Dwarka, New Delhi-75
7. Kendriya Vidyalaya,
E.B.S. Babugarh Cantt, Ghaziabad
8. Kendriya Vidyalaya,
Sector-8, Dwarka, New Delhi-75
9. Kendriya Vidyalaya,
Sector-25, Rohini, New Delhi-85
10. Kendriya Vidyalaya,
Sector-8, Rohini, New Delhi-85

[No. 11011-7/2005-O.L.U.]

D. P. BANDOONI, Director (O.L.)

परमाणु ऊर्जा विभाग

(सामान्य सेवा संगठन)

कल्पाक्कम, 6 जून, 2005

का.आ. 3195.—सक्षम अधिकारी, श्री विवेक आनंद प्रशासनिक अधिकारी, सासेस को सार्वजनिक परिक्षेत्र (अनधिकृत अधिभोगियों की बेदखली) अधिनियम 1971 की धारा 3 के तहत कल्पाक्कम और अणुपुरम स्थित परमाणु ऊर्जा विभाग, भारत सरकार के अथवा उसके प्रशासनिक नियंत्रणाधीन परिक्षेत्रों के संपदा अधिकारी के रूप में नियुक्त करते हैं।

[सं. सासेस/17(27)/2005-भर्ती]

टी. वाई. प्रहलाद राव, मुख्य प्रशासनिक अधिकारी

DEPARTMENT OF ATOMIC ENERGY

(General Services Organisation)

Kalpakkam, the 6th June, 2005

S.O. 3195.—The Competent Authority appoints Shri Vivek Anand, Administrative Officer-III, GSO as Estate Officer under Section 3 of Public Premises (Eviction of Unauthorised Occupants) Act 1971 for the Premises belonging to or under the administrative control of the Department of Atomic Energy, Government of India in Kalpakkam and Anupuram.

[No. GSO/17(27)/2005-R]

T. Y. PRAHALAD RAO, Chief Administrative Officer

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 1 सितम्बर, 2005

का.आ. 3196.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालयों, जिनके

80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

- | | |
|--|--|
| 1. भारतीय खाद्य निगम,
जिला कार्यालय,
चंडीगढ़ | 2. भारतीय खाद्य निगम,
जिला कार्यालय,
गुरदासपुर |
| 3. भारतीय खाद्य निगम,
जिला कार्यालय,
कोच्चि | 4. भारतीय खाद्य निगम,
क्षेत्रीय कार्यालय,
तिरुवनन्तापुरम |

[सं. ई-11011/1/2001-हिन्दी]

अनिता चौधरी, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Deptt. of Food and Public Distribution)

New Delhi, the 1st September, 2005

S.O. 3196.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for Official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food and Public Distribution (Deptt. of Food and Public Distribution), whereof more than 80% of staff have acquired the working knowledge of Hindi :—

- | | |
|---|---|
| 1. Food Corporation of India, District Office, Chandigarh | 2. Food Corporation of India, District Office, Gurdaspur |
| 3. Food Corporation of India, District Office, Kochi | 4. Food Corporation of India, Regional Office, Thiruvananthapuram |
- [No. E-11011/1/2001-Hindi]

ANITA CHAUDHARY, Jt. Secy.

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 2 मई, 2005

का.आ. 3197.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	IS15464 : 2004 स्वचल ईंधन में प्रयुक्त के लिए इन्हाईड्रस ईथनॉल-विशिष्ट	कुछ नहीं	मार्च 2005

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों, अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. पीसीडी/जी-7 (गजट)]

डा. (श्रीमती) विजय मलिक, वैज्ञानिक 'ई' निदेशक एवं प्रमुख

DEPARTMENT OF CONSUMER AFFAIRS

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 2nd May, 2005

S.O. 3197.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year and title of the Indian Standards Established	No. and year of Indian Standards, if any Superseded by the New Indian Standard	Date of Established
1	IS 15464:2004 Anhydrous Ethanol for use in Automotive fuel-Specification	None	March 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. PCD/G-7 (Gazette)]

DR. (Smt.) VIJAY MALIK, Scientist 'E' Director & Head

नई दिल्ली, 28 फरवरी, 2005

का.आ. 3198.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो

एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1	IS 15410 : 2003 पैकेजबंद खनिज जल और पैकेजबंद पेय जल की पैकेजबंदी के लिए धारक-विशिष्ट	संशोधन संख्या 2, अप्रैल 2005	तत्काल प्रभाव से

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन 9 बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. पीसीडी/जी-7 (गजट)]

डॉ (श्रीमती) विजय मलिक, वैज्ञानिक 'ई' निदेशक एवं प्रमुख

New Delhi, the 28th February, 2005

S.O. 3198.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1	IS 15410:2003 Containers for packaging of natural mineral water and packaged drinking water-Specification	Amendment No. 2 April, 2005	With immediate effect

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date : 2-5-2005

[No. PCD/G-7 (Gazette)]

DR. (Smt.) VIJAY MALIK, Scientist 'E' Director & Head

नई दिल्ली, 31 मई, 2005

का.आ. 3199.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1.	IS 4135 : 1974	संशोधन संख्या 1, अप्रैल 2005	तत्काल प्रभाव से
2.	IS 4588 : 1986	संशोधन संख्या 2, अप्रैल 2005	तत्काल प्रभाव से
3.	IS 5915 : 1970	संशोधन संख्या 2, अप्रैल 2005	तत्काल प्रभाव से

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन 9 बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. पीसीडी/जी-7 (गजट)]

डॉ डी. के. चौधरी, वैज्ञ. एफ एवं प्रमुख

New Delhi, the 31st May, 2005

S.O. 3199.—In pursuance of clause (b) of sub-rule of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1	IS 4135 : 1974 Specification for hospital rubber sheetings (first revision)	Amendment No. 1 April 2005	With immediate effect
2.	IS 4588 : 1986 Specification for rubber, raw, natural (third revision)	Amendment No. 2 April 2005	-do-
3.	IS 5915 : 1970 Specification for single texture rubberized water proof fabrics	Amendment No. 2 April 2005	-do-

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. PCD/G-7 (Gazette)]

Dr. D. K. CHAUDHURI, Sc. F & Head

नई दिल्ली, 31 मई, 2005

का.आ. 3200.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिये गये गये हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या (कों) की संख्या वर्ष और शीर्षक	स्थापित भारतीय मानक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1. IS 1460 : 2005 मोटर वाहन डीजल ईंधन-विशिष्ट (पाँचवाँ पुनरीक्षण)		कुछ नहीं	मई 2005
2. IS 13360 (Part 8/Sec 14): 2005 प्लास्टिक-परीक्षण पद्धतियाँ भाग 8 स्थायित्व/रासायनिक गुणधर्म अनुभाग 14 अवमंदन ताप, जल छिड़काव और साल्ट मिस्ट के प्रभाव ज्ञात करना		कुछ नहीं	मार्च 2005

इन भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. पीसीडी/जी-7(गजट)]

डा. डी.के. चौधरी, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 31st May, 2005

S.O. 3200.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year and title of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
1	2	3	4
1.	IS 1460 : 2005 Auto-motive Diesel fuel-Specification (fifth revision)	None	May 2005
1.	IS 13360 (Part 8/Sec 14) : 2005 ISO 4611 : 1987 Plastics Methods of testing Part 8 Permanence/chemical properties Section 14 Determination of the effects of exposure to damp heat, water spray and salt mist	None	March 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. PCD/G-7 (Gazette)]

Dr. D.K. CHAUDHURI, Sc. F & Head

नई दिल्ली, 30 जून, 2005

का.आ. 3201.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिये गये गये हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या की संख्या वर्ष और शीर्षक	स्थापित भारतीय मानक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1	2	3	4
1. IS 326 (Part 4) : 2005/ISO 592 : 1998 नमूने लेने और परीक्षण की पद्धतियाँ प्राकृतिक और संश्लेषित सुगन्ध सामग्री भाग 4-प्रकाशिक घूर्णन ज्ञात करना (तृतीय पुनरीक्षण)		कुछ नहीं	मई 2005

(1)	(2)	(3)	(4)	(1)	(2)	(3)	(4)
2.	IS 326 (Part 6) : 2005/ ISO 875 : 1999 नमूने लेने और परीक्षण की पद्धतियाँ प्राकृतिक और संश्लेषित सुगन्ध सामग्री भाग 6-ऐथेनाल में मिश्रणीयता अंश ज्ञात करना (तृतीय पुनरीक्षण)	कुछ नहीं	मई 2005	8.	IS 3708 (Part 7) : 2005/ ISO 506 : 1992 प्राकृतिक रबड़ लैटेक्स की परीक्षण पद्धतियाँ भाग 7 वाष्पशील वसा-अम्ल संख्या ज्ञात करना (दूसरा पुनरीक्षण)	कुछ नहीं	अप्रैल 2005
3.	IS 326 (Part 8) : 2005/ ISO 709 : 2001 नमूने लेने और परीक्षण की पद्धतियाँ प्राकृतिक और संश्लेषित सुगन्ध सामग्री भाग 8-ऐस्टर मान ज्ञात करना (तृतीय पुनरीक्षण)	कुछ नहीं	मई 2005	9.	IS 3708 (Part 8) : 2005/ ISO 1656 : 1996 प्राकृतिक रबड़ लैटेक्स की परीक्षण पद्धतियाँ भाग 8 रबड़, कच्चा प्राकृतिक और रबड़ लेटेक्स, प्राकृतिक, नाइट्रोजन का अंश ज्ञात करना (दूसरा पुनरीक्षण)	कुछ नहीं	अप्रैल 2005
4.	IS 326 (Part 10) : 2005/ ISO 4715 : 1978 नमूने लेने और परीक्षण की पद्धतियाँ प्राकृतिक और संश्लेषित सुगन्ध सामग्री भाग 10-वाष्पन पर अपशिष्ट का ज्ञात करना (तृतीय पुनरीक्षण)	कुछ नहीं	मई 2005	10.	IS 8481 : 2005 खिजाब, तरल, जैल और क्रीम-विशिष्ट (तीसरा पुनरीक्षण)	कुछ नहीं	मई 2005
5.	IS 326 (Part 12) : 2005/ ISO 1270 : 2000 नमूने लेने और परीक्षण की पद्धतियाँ प्राकृतिक और संश्लेषित सुगन्ध सामग्री भाग 12 फनालें का ज्ञात करना (तृतीय पुनरीक्षण)	कुछ नहीं	मई 2005	11.	IS 3400 (Part 6) : 2005/ ISO 1817 : 1999 वल्कनीकृत रबड़ के लिए परीक्षण पद्धतियाँ भाग 6 रबड़ वल्कनीकृत-तरल का प्रभाव ज्ञात करना (दूसरा पुनरीक्षण)	कुछ नहीं	अप्रैल 2005
6.	IS 326 (Part 13) : 2005/ ISO 1202 : 1981 नमूने लेने और परीक्षण की पद्धतियाँ प्राकृतिक और संश्लेषित सुगन्ध सामग्री भाग 13-1, 8 - साइनओल अंश ज्ञात करना (तृतीय पुनरीक्षण)	कुछ नहीं	मई 2005	12.	IS 1677 : 2005/ISO 1401 1999 कृषि छिड़काव के लिए रबड़ के होज़ (दूसरा पुनरीक्षण)	कुछ नहीं	अप्रैल 2005
7.	IS 4511 (Part 5) : 2005/ ISO 7781 : 2001 स्टाइरीन-ब्यूटाडाइन रबड़ एसबीआर, लेटेक्स की परीक्षण पद्धतियाँ भाग 5 साबुन एवं कार्बनिक अम्ल का अंश ज्ञान करना (दूसरा पुनरीक्षण)	कुछ नहीं	अप्रैल 2005	13.	IS 5894 : 2005/ISO 3861 1995 बालू और ग्रिट विस्फोटन के लिए रबड़ के होज़—विशिष्ट (दूसरा पुनरीक्षण)	कुछ नहीं	अप्रैल 2005

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[सं. पीसीडी जी/-7(गजट)]

डॉ. डी.के. चौधरी, वैज्ञानिक एफ एवं प्रमुख

New Delhi, the 30th June, 2005

S.O. 3201.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

				1	2	3	4
Sl. No.	No. and Year and title of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment				
1	2	3	4				
1.	IS 326 (Part 4) : 2005/ ISO 592 : 1998 Methods of Sampling and Test For Natural And Synthetic Perfumery Materials Part 4 Deter- mination of Optical Rotation (Third Revision)	None	May 2005	6.	IS 326 (Part 13) : 2005/ ISO 1202 : 1981 Methods of Sampling and Test for Natural and Synthetic Perfumery Materials Part 13 Deter- mination of 1, 8-Ceneole Content (Third Revision)	None	May 2005
2.	IS 326 (Part 6) : 2005/ ISO 875 : 1999 Methods of Sampling and Test for Natural and Synthetic Perfumery Materials Part 6 Evalua- tion of Miscibility in Ethanol (Third Revision)	None	May 2005	7.	IS 4511 (Part 5) : 2005/ ISO 7781 : 2001 Methods of test for styrene butadiene rubber (SBR), latices Part 5 Determination of soap and organic-acid content (Second Revision)	None	April 2005
3.	IS 326 (Part 8) : 2005/ ISO 709 : 2001 Methods of Sampling and Test for Natural and Synthetic Perfumery Materials Part 8 Determi- nation of Ester Value (Third Revision)	None	May 2005	8.	IS 3708 (Part 7) : 2005/ ISO 506 : 1992 Methods of test for natural rubber latex Part 7 Determination of volatile fatty acid number (Second Revision)	None	April 2005
4.	IS 326 (Part 10) : 2005/ ISO 4715 : 1978 Methods of Sampling and Test for Natural and Synthetic Perfumery Materials Part 10 Deter- mination of Residue on Evaporation (Third Revision)	None	May 2005	9.	IS 3708 (Part 8) : 2005/ ISO 1658 : 1996 Methods of test for natural rubber latex Part 8 Rubber, raw natural and rubber latex, Natural-Determination of nitrogen content (Second Revision)	None	April 2005
5.	IS 326 (Part 12) : 2005/ ISO 1270 : 2000 Methods of Sampling and Test for Natural and Synthetic Perfumery Materials Part 12 Deter- mination of Phenols (Third Revision)	None	May 2005	10.	IS 8481 : 2005 Oxidation hair dyes, liquid, gel and cream— Specification (Third Revision)	None	May 2005
				11.	IS 3400 (Part 6) : 2005/ ISO 1817 : 1999 Methods of test for vulcanized rubbers Part 6 Rubber, vulcanized- Determination of the effect of liquids (Second Revision)	None	April 2005
				12.	IS 1677 : 2005/ ISO 1401 : 1999 Rubber hoses for Agri- cultural spraying (Second Revision)	None	April 2005

1	2	3	4
13.	IS 5894 : 2005/ ISO 3861 : 1995 Rubber hoses for sand grit blasting— Specification (Second Revision)	None	April 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. PCD/G-7 (Gazette)]

Dr. D.K. CHAUDHURI, Sc. F & Head

नई दिल्ली, 30 जून, 2005

का.आ. 3202.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संशोधित भारतीय सं. मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1. IS 1206 (Part 3) : 1978	संशोधन संख्या 1, मई 2005	तत्काल प्रभाव से
2. IS 3926 : 1986	संशोधन संख्या 1, मई 2005	तत्काल प्रभाव से
3. IS 3928 : 1986	संशोधन संख्या 1, मई 2005	तत्काल प्रभाव से
4. IS 4603 : 1991	संशोधन संख्या 1, मई 2005	तत्काल प्रभाव से

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीढ़, चेन्नई, मुंबई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. पीसीडी/जी-7(गजट)]

डॉ. डी. के. चौधरी, वैज्ञा. एफ एवं प्रमुख

New Delhi, the 30th June, 2005

S.O. 3202.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and year No. of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS 1206 (Part 3): 1978 Methods for testing tar and bitu- minous materials : Determination of Viscosity Part 3 Kinematic Viscosity (First Revision)	Amendment No. 1 May 2005	With imme- diate effect
2. IS 3926 : 1986 Specification for Methyl Cinnamate (First Revision)	Amendment No. 1 May 2005	-do-
3. IS 3928 : 1986 Specification for Styralyl Acetate (First Revision)	Amendment No. 1 May 2005	-do-
4. IS 4603 : 1991 Pheny ethyl alco- hol-Specification (First Revision)	Amendment No. 1 May 2005	-do-

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. PCD/G-7 (Gazette)]

Dr. D.K. CHAUDHURI, Sc. F & Head

नई दिल्ली, 9 अगस्त, 2005

का.आ. 3203.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संशोधित भारतीय सं. मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1. IS 2796 : 2000	संशोधन संख्या 5, जुलाई 2005	तत्काल प्रभाव से

(1)	(2)	(3)	(4)
2.	IS 9381 : 1979	संशोधन संख्या 2, जुलाई, 2005	तत्काल प्रभाव से
3.	IS 15462 : 2004	संशोधन संख्या 1, जुलाई, 2005	तत्काल प्रभाव से

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों, नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. पीसीडी/जी-7(गजट)]

डॉ. डी. के. चौधरी, वैज्ञ. एफ एवं प्रमुख

New Delhi, the 9th August, 2005

S.O. 3203.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and year No. of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS 2796 : 2000 Motor Gasolines Specification— (Third Revision)	Amendment No. 5 July, 2005	With immediate effect
2. IS 9381 : 1979 Methods for testing tar and bituminous materials : Determination of Frass Breaking Point of Bitumen	Amendment No. 2 July, 2005	-do-
3. IS 15462 : 2004 Polymer and Rubber Modified Bitumen	Amendment No. 1 July, 2005	-do-

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. PCD/G-7 (Gazette)]

Dr. D.K. CHAUDHURI, Sc. F & Head (PCD)

नई दिल्ली, 30 अगस्त, 2005

का.आ. 3204.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संशोधित भारतीय सं. मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
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(1)	(2)	(3)	(4)
1.	IS 1651 : 1991 स्थिर सैल और बैटरियाँ, सीसा अम्ल प्रकार (धनात्मक नलिकाकार प्लेट वाली)—विशिष्ट	01 मार्च, 2005	31 मार्च, 2005

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. ईटी 11/टी-20]

पी.के. मुखर्जी, वैज्ञानिक एफ एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 30th August, 2005

S.O. 3204.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and Year No. of the Indian Standards	No. and year of the amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)
1. IS 1651 : 1991 Stationary cells and batteries lead-acid type (with tubular positive plates)—Specification	01 March, 2005	31 March, 2005

Copy of this Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET 11/T-20]

P. K. MUKHERJEE, Scientist F and Head (El. Tech)

का.आ. 3205. — भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उप-विनियम (3) के अनुसारण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गए उत्पादों की मुहरांकन शुल्क अधिसूचित करता है :—

अनुसूची

भारतीय मानक सं.	भाग	अनु.	वर्ष	उत्पाद	इकाई	न्यूनतम महंगंकन शुल्क बढ़े पैमाने पर	इकाई छोटे पैमाने पर	इकाई दर सलैब 1	सलैब 2	इकाई दर	सलैब 2 में इकाई दर	प्रचालन तिथि
14898	0	0	2001	परिसज्जित चमड़े के लिए इको संबंधी मापदंड	1 वर्गमीटर	55000	47000	2	सभी	0	0	2004-01-04
3077	0	0	1992	भुनी एवं पीसी कॉफी	1 किग्रा.	33000	26000	0.30	सभी	0	0	2004-01-21
14255	0	0	1995	हवायुक्त गुच्छित केबल	100 मी.	130000	117000	11.2	सभी	0	0	2004-02-17
4037	0	0	1967	स्टेचर तथा स्टेचर वाहक	1 नग	30000	24000	3.25	सभी	0	0	2004-03-01
9471	2	0	1980	मॉड्यूलर निचले अंग उर्ध्व स्थितिज पुर्जे	1 नग	30000	24000	0.03	सभी	0	0	2004-03-01
9471	3	0	1980	भाग 2 पदाधानस्थ स्प्लिट मॉड्यूलर निचले अंग उर्ध्व स्थितिज पुर्जे	1 नग	30000	24000	0.07	सभी	0	0	2004-03-01
9471	4	0	1980	भाग 3 पदाधानस्थ प्लेट मॉड्यूलर निचले अंग उर्ध्व स्थितिज पुर्जे	1 नग	30000	24000	0.02	सभी	0	0	2004-03-01
9471	5	0	1980	भाग 4 संयुक्त इकाई, टखना मॉड्यूलर निचले अंग उर्ध्व स्थितिज पुर्जे	1 नग	30000	24000	0.05	सभी	0	0	2004-03-01
9471	6	0	1980	भाग 5 संयुक्त इकाई, घुटना मॉड्यूलर निचले अंग उर्ध्व स्थितिज पुर्जे	1 नग	30000	24000	1.5	सभी	0	0	2004-03-01
9471	7	0	1980	भाग 6 आर्थोटिक कूल्हे का जोड़ (संयुक्त इकाई कूल्हा-पान बंध) मॉड्यूलर निचले अंग उर्ध्व स्थितिज पुर्जे , भाग 7 आर्थोटिक संयुक्त छड़े, टखना तथा घुटना (उपरी तथा निचला)	1 नग	30000	24000	0.05	सभी	0	0	2004-03-01

1	2	3	4	5	6	7	8	9	10	11	12	13	14
11279	0	0	1985	ब्रेल स्लेट	1 नग	30000	24000	0.4	सभी	0	0	0	2004-03-01
11569	0	0	1986	सर्वाइकल कालर	1 नग	30000	24000	0.2	सभी	0	0	0	2004-03-01
11646	2	0	1986	ट्रिप्टि विकलांगों के लिए छड़ी	1 नग	30000	24000	0.5	सभी	0	0	0	2004-03-01
				भाग 2 फोल्ड होने वाली									
11708	0	0	1986	हाथ, यांत्रिक	1 नग	39000	32000	2	सभी	0	0	0	2004-03-01
14429	0	0	1997	ब्रेल शार्टहेड मशीन	1 नग	30000	24000	10	सभी	0	0	0	2004-03-01
14879	0	0	2000	अग्रमेरू अतिप्रसार (एएसएस)	1 नग	30000	24000	1	सभी	0	0	0	2004-03-01
				कड़ा									
14550	0	0	1988	हैक्साकोनाजोल ई सी	100 लि.	33000	26000	30	सभी	0	0	0	2004-03-09
12916	0	0	1990	एसीफेट, एसपी	एक टन	29000	22000	662	सभी	0	0	0	2004-03-17
6455	0	0	1972	एकल पंक्ति त्रिज्य बाल	100	70000	62000	7	सभी	0	0	0	2004-04-22
				बेयरिंग									
4989	4	0	2003	हाइड्रोजन और धुवी विलायक	1 किलो	70000	62000	200	सभी	0	0	0	2004-04-26
				की आग बुझाने के लिए	लिट्र								
				बहुप्रयोगी जलीय फिल्म बनाने									
				वाले झाग एवं सांद्र									
15111	1	0	2002	सामान्य प्रकाश सेवाओं के	100 नग	150000	135000	30	5000	15	शेष	0	2004-05-05
				लिए स्वतः बैलास्ट होने वाले									
				लैम्प									
15111	2	0	2002	सामान्य प्रकाश सेवाओं के	100 नग	150000	135000	30	5000	15	शेष	0	2004-05-05
				लिए स्वतः बैलास्ट होने वाले									
				लैम्प									
9900	1	0	1981	उच्च दाब पारे के वाष्प लैम्प	1 लैम्प	200000	180000	1.25	सभी	0	0	0	2004-05-12
				अपेक्षाएं तथा परीक्षण									
15298	2	0	2002	व्यवसायिक उपयोग के लिए	1 जोड़ा	110000	99000	1.6	सभी	0	0	0	2004-06-16
				सुरक्षा संरक्षी तथा व्यवसायिक									
				जूते									
				भाग 2 सुरक्षा जूते									
15380	0	0	2003	संचिकित रेण्ड उच्च घनत्व वाले	1 बर्ग	55000	47000	2	सभी	0	0	0	2004-06-21
				रेखा (एच डी एफ) पैन्ल	मीटर								
				दरवाजे									
4948	0	0	2002	सामान्य उपयोग के लिए	1 टन	24000	17000	22	सभी	0	0	0	2004-06-22
				वेल्डकृत इस्पात तार									
6616	0	0	1982	एचपीएमवी लैम्पों के लिए	1 नग	100000	90000	0.5	सभी	0	0	0	2004-07-05
				बेलास्ट									

1	2	3	4	5	6	7	8	9	10	11	12	13	14
6956	0	0	2001	कवर पेपर	1 टन	36000	29000	50	सभी	0	0	0	2004-07-19
11833	0	0	1986	धातु अग्नि हेतु शुष्क पाउडर वाले अग्निशामक	1 नग	49000	41000	60	800	30	शेष	0	2004-08-19
8090	0	0	1976	अग्निशमन के लिए युग्मक ब्राँच पाइप, होज रील नलिका	1 नग	36000	29000	3	12000	1.5	शेष	0	2004-09-08
14951	0	0	2001	अग्नि शामक-135 लिटर क्षमता यांत्रिक झाग टाइप	1 नग	36000	29000	240	150	120	शेष	0	2004-09-08
3008	0	0	2002	झुश काले जूते के लिए	100 नग	30000	24000	1.75	सभी	0	0	0	2004-09-24
15219	0	0	2002	एल्युमीनियम फॉसफाइड पाउडर निर्मितियाँ	1 कि.ग्रा.	30000	24000	1	सभी	0	0	0	2004-09-27
1535	0	0	1979	सूती अस्तर वाले कपड़े	100 मी.	42000	35000	10	सभी	0	0	0	2004-09-30
15328	0	0	2003	भूमिगत नालों व सीवर प्रणाली में प्रयोग के लिए गैर-दाब पॉली-विनाइल क्लोराईड (यूपीवीसी) पाइप	1 टन	72000	60000	72	0	0	0	0	2004-10-05
12027	0	0	1987	सिलिकॉन से बने वाटर रेपीलेंट	1 लिटर	39000	32000	1.5	25000	1	शेष	0	2004-10-11
2483	0	0	1986	टिकट बोर्ड	1 टन	30000	24000	38	सभी	0	0	0	2004-10-20
4664	0	0	1986	पल्स बोर्ड	1 टन	36000	29000	54	सभी	0	0	0	2004-10-20
14743	0	0	1999	सिंचाई उपस्कर-हाइड्रोसाइक्लोन फिल्टर	1 फिल्टर	49000	41000	2.4	सभी	0	0	0	2004-10-20
9740	0	0	1981	शेविंग क्रीम	100 किग्रा	30000	24000	13	सभी	0	0	0	2004-11-30
14842	0	0	2000	सामान्य प्रयोजन के लिए कॉयर वेनीयर बोर्ड	1 वर्गमीटर	36000	29000	0.5	सभी	0	0	0	2004-12-02
3009	0	0	2002	बुश, जूतों पर पालिश करने वाले	100 नग	30000	24000	3.2	सभी	0	0	0	2004-12-10
9366	0	0	1987	क्विनालफॉस के दाने	1 एम.टी.	33000	26000	90	सभी	0	0	0	2004-12-15
5455	0	0	1969	मैनहोल के ढक्कन के लिए ढलवा लीह के स्टेप	एक नग	30000	24000	0.10	सभी	0	0	0	2004-10-28

[सं. के.प्र.वि./13:10]

बलवंत राय, उप महानिदेशक (मुहर)

New Delhi, the 31st August, 2005

S.O. 3205.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the Marking for the products given in the schedule :

SCHEDULE

IS. No.	PT	Sec.	Year	Product	UNIT	Min. Marking Fee	Unit Rate	Units in Slab 1	Unit Rate in Slab 1	Unit in Slab 2	Unit Rate in Slab 2	Units Rest	Enforcement Date
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1498	0	0	2001	Eco criteria for finished leather	1 SQM	55000	47000	2	All	0	0	0	20040104
3077	0	0	1992	Roasted and Ground Coffee	1 kg	33000	26000	0.3	All	0	0	0	20040121
14255	0	0	1995	Aerial Bunched Cables	100M	130000	117000	11.2	All	0	0	0	20040217
4037	0	0	1967	Stretchers and stretcher carriers	1 piece	30000	24000	3.25	All	0	0	0	20040301
9471	2	0	1980	Modular lower limp orthotic components part 2 strirrups split	1 piece	30000	24000	0.03	All	0	0	0	20040301
9471	3	0	1980	Modular lower limp orthotic components part 3 strirrups plates	1 piece	30000	24000	0.07	All	0	0	0	20040301
9471	4	0	1980	Modular lower limp orthotic components part 4 joint unit, ankle	1 piece	30000	24000	0.02	All	0	0	0	20040301
9471	5	0	1980	Modular lower limp orthotic components part 5 joint unit, knee	1 piece	30000	24000	0.05	All	0	0	0	20040301
9471	6	0	2000	Modular lower limp orthotic components part 6 orthotic hip joint (Joint unit, hip drip lock)	1 piece	30000	24000	1.5	All	0	0	0	20040301
9471	7	0	2000	Modular lower limp orthotic components part 7 orthotic joint Bars, Ankle and Knee (Upper and Lower)	1 piece	30000	24000	0.05	All	0	0	0	20040301
11279	0	0	1985	Braille Slate	1 piece	30000	24000	0.4	All	0	0	0	20040301
11569	0	0	1986	Cervical Collar	1 piece	30000	24000	0.2	All	0	0	0	20040301

1	2	3	4	5	6	7	8	9	10	11	12	13	14
11646	2	0	1986	Cane for visually handicapped part 2 folding type	1 piece	30000	24000	0.5	All	0	0	0	20040301
11708	0	0	1986	Hand Mechanical	1 piece	39000	32000	2	All	0	0	0	20040301
14429	0	0	1987	Braille Shorthand Machine	1 piece	30000	24000	10	All	0	0	0	20040301
11879	0	0	2000	Anterior spinal Hyperextension 9ASHO Brace	1 piece	30000	24000	1	All	0	0	0	20040301
14550	0	0	1998	Hexazonazole EC	100 lts.	33000	26000	30	All	0	0	0	20040309
12916	0	0	1990	Acephate SP	One tonne	29000	22000	662	All	0	0	0	20040317
6455	0	0	1972	Single row radial Ball bearing	100 bearings	70000	62000	7	All	0	0	0	20040422
4989	4	0	2003	Multipurpose aqueous film forming foam liquid concentrate for extinguishing hydro carbon and polar solvent fires	1 kilo litre	70000	62000	200	All	0	0	0	20040426
15111	1	0	2002	Self ballasted lamps for general lighting services	100 pieces of lamps	150000	135000	30	5000	15	Rest	0	20040505
15111	2	0	2002	Self ballasted lamps for general lighting services	100 pieces of lamps	150000	135000	30	5000	15	Rest	0	20040505
9900	1	0	1981	High pressure mercury vapour lamps requirement and tests	1 lamp	200000	180000	1.25	All	0	0	0	20040512
15298	2	0	2002	Safety protective and occupational footwear for professional use part 2 safety footwear	1 pair	110000	99000	1.6	All	0	0	0	20040616
15380	0	0	2003	Moulded raised high density fibre (HDF) panel doors	1 sqm	55000	47000	2	All	0	0	0	20040621
4948	0	0	2002	Welded steel wire fabric for general use	1 tonne	24000	17000	22	All	0	0	0	20040622

1	2	3	4	5	6	7	8	9	10	11	12	13	14
	6616	0	0	1982	Ballasts for HPMV lamps	1 piece	100000	90000	0.5	All	0	0	2004-07-05
	6956	0	0	2001	Cover paper	1 tonne	36000	29000	50	All	0	0	2004-07-19
	11833	0	0	1986	Dry powder fire extinguisher for metal fires	1 piece	49000	41000	60	800	30	rest	2004-08-19
	8090	0	0	1976	Coupling branch pipe, nozzle used in hose reel tubing for fire fighting	1 piece	36000	29000	3	12000	1.5	Rest	2004-09-08
	14951	0	0	2001	Fire extinguisher-135 ltrs capacity	1 piece	36000	29000	240	150	120	Rest	2004-09-08
	3008	0	0	2002	mechanical foam type Brushes, shoe blacking	100 pieces	30000	24000	1.75	All	0	0	2004-09-24
	15219	0	0	2002	Aluminium phosphide powder formulation	1 kg	30000	24000	1	All	0	0	2004-09-27
	1535	0	0	1979	Cotton lining cloth	100 meters	42000	35000	10	All	0	0	2004-09-30
	15328	0	0	2003	Non-pressure polyvinyl chloride (UPVC-U) pipes for use in underground drainage and sewerage systems	1 tone	72000	60000	72	0	0	0	2004-10-05
	12027	0	0	1987	Silicone based water repellents	1 litre	39000	32000	1.5	25000	1	Rest	2004-10-11
	2483	0	0	1986	Ticket board	1 tonne	30000	24000	38	All	0	0	2004-10-20
	4664	0	0	1986	Pulp board	1 tonne	36000	29000	54	All	0	0	2004-10-20
	14743	0	0	1999	Irrigation equipment-hydrocyclone filters	1 filter	49000	41000	2.4	All	0	0	2004-10-20
	9740	0	0	1981	Shaving creams	100 kg	30000	24000	13	All	0	0	2004-11-30
	14842	0	0	2000	Coir veneer board for general purposes	1 sq meter	36000	29000	0.5	All	0	0	2004-12-02
	3009	0	0	2002	Brushes, shoe polishing	100 pieces	30000	24000	3.2	All	0	0	2004-12-10
	9366	0	0	1987	Quinalphos granules	1 m.t	33000	26000	90	All	0	0	2004-12-15
	5455	0	0	1969	Cast iron steps for manhole covers	1 piece	30000	24000	0.10	All	0	0	2004-10-28

[No. CMD/13 : 10]

BALWANT RAI, Dy. Director General (Marks)

का.आ. 3206.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसारण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गये उत्पादों की मुहरांकन शुल्क अधिसूचित करता है :—

अनुसूची													
भारतीय मानक सं.	भाग	अनु.	वर्ष	उत्पाद	इकाई	न्यूनतम मुहरांकन शुल्क	इकाई	इकाई स्लैब 1 में	इकाई स्लैब 2 में	इकाई दर	इकाई दर	शेष	प्रचालन तिथि
1	2	3	4	5	6	7	8	9	10	11	12	13	14
14772	0	0	2000	घरेलू और ऐसे ही स्थायी विद्युत संस्थापनों के लिए उपसाधनों का आस्टन	100नग	49000	41000	8	सभी	0	0	0	2003-01-08
5543	0	0	1996	ब्यूटाईलेटेड हाइड्राक्सी-एनीसोल, खाद्य ग्रेड	1 टन	33000	26000	600	सभी	0	0	0	2003-03-13
7098	3	0	1993	अनुप्रस्थ जुड़े हुए पोलिइथाई-लीन विद्युत्प्ररोधी तापस्थायी ढक केबल-66 कि.वो. से 200 कि.वो. तक की कार्य-कारी वोल्टता के लिए	1 मीटर	75000	66000	3	सभी	0	0	0	2003-03-13
3513	3	0	1989	रेजिन उपचारित संपीड़ित काष्ठ लेमिनेट-सामान्य प्रयोजन	1 वर्गमीटर	55000	47000	2.9	सभी	0	0	0	2003-04-14
2594	0	0	2003	धातुकार आरी ब्लेड	1000 नग	33000	26000	5	सभी	0	0	0	2003-04-24
3459	0	0	1977	तार की छोटी रस्सियाँ	1 एमटी	55000	47000	25	सभी	0	0	0	2003-04-24
12776	0	0	2002	भू-सम्मर्दन के लिए जस्तीकृत लड़	1 एमटी	33000	26000	15	सभी	0	0	0	2003-04-24
14845	0	0	2000	जलकल के लिए रेजीलिएंट सीटिड ढलवां लोहे के वायु विकास वाल्व	एक वाल्व	33000	26000	11	सभी	0	0	0	2003-06-24
6760	0	0	1972	खाँचदार कांडतरसंक शीर्ष काष्ठ पेंच	1000 पेंच	40000	24000	1	सभी	0	0	0	2003-07-09
3829	3	0	1985	भाप स्टारलाइजर्स-दाब वाले क्षैतिज बेलनाकार टाइप नेत्र संरक्षक	एक स्टारलाइजर्स	24000	17000	86.4	सभी	0	0	0	2003-08-05
5983	0	0	1980	एक सिरा वाले खुले मुँह के समायोज्य रिच	एक जोड़ा	33000	26000	1.3	सभी	0	0	0	2003-08-05
6149	0	0	1984		एक नग	30000	24000	0.35	सभी	0	0	0	2003-08-05

1	2	3	4	5	6	7	8	9	10	11	12	13	14
7276	0	0	1989	माल के ट्रांसिट के लिए सामान्य प्रयोजन हेतु फैलने वाले सपाट पैकेट	1 पैकेट	55000	47000	4	सभी	0	0	0	2003-08-05
7907	2	0	1976	हैलिकल प्रसरण कमानियाँ वृत्ताकार खंड तार और छड़ें बनाने के लिए अतप्त कुंडलित स्प्रिंग	1000 नग	36000	29000	36	सभी	0	0	0	2003-08-05
11673	0	0	1992	सोडियम हाइड्रोक्साइड घोल	1 कि. लि.	36000	29000	6.5	सभी	0	0	0	2003-08-05
14928	0	0	2001	समिश्रण संश्लिष्ट रेशों की रस्सियाँ	1 एम. टी.	33000	26000	36	सभी	0	0	0	2003-08-05
14929	0	0	2001	वस्त्रादि-उच्च सामर्थ्य पॉली ओलीफाइन्स कोपॉलीमर की रस्सियाँ	1 एम. टी.	33000	26000	36	सभी	0	0	0	2003-08-05
15169	0	0	2002	औद्योगिक उपयोग की सिलाई मशीनों के लिए सुइयाँ	500 सुइयाँ	30000	24000	2.5	सभी	0	0	0	2003-08-05
3992	0	0	1992	ट्रे, किडनी	1 ट्रे	36000	29000	0.15	सभी	0	0	0	2003-08-06
8086	0	0	1991	विस्थापित उपकरण-पहिए वाली कुर्सी, फोल्डिंग, जुनियर साइज	एक कुर्सी	42000	35000	10	सभी	0	0	0	2003-08-06
14930	2	0	2001	विद्युत संस्थापनों के लिए कन्ड्यूट प्रणाली	100 मी.	33000	26000	7	सभी	0	0	0	2003-08-06
15058	0	0	2002	चिनाई और कंक्रिट वाले बाँधों में प्रयोग में आने वाले अनुप्रस्थ संकोच जोड़ों पर पीवीसी जल रोधक	एक टन	49000	41000	120	सभी	0	0	0	2003-08-06
15100	0	0	2001	मोटर वाहनों में प्रयुक्त स्थायी रूप से बने द्रवित पेट्रोलियम गैस आधानों के लिए बहु-उपयोगात्मक वाल्व असेम्बली	1 वाल्व असेम्बली	55000	47000	2	सभी	0	0	0	2003-08-06
493	1	0	1981	सामान्य उपयोग के मशीन एवं तड़ुआ तेल—मशीनी तेल	1 कि. लि.	39000	32000	36	सभी	0	0	0	2003-08-07
4709	0	0	1968	स्टेराइज्ड फ्लेवर्ड मिल्क	1000 लि.	30000	24000	10	सभी	0	0	0	2003-08-07
14616	0	0	1999	सेमिनेटिड सजावटी लुम्बर	1 क्यूबिक मीटर	65000	57000	25	सभी	0	0	0	2003-08-12

1	2	3	4	5	6	7	8	9	10	11	12	13	14
363	0	0	1993	सांकल और कुण्डे	1000 नग	33000	26000	5	सभी	0	0	0	2003-08-18
7906	2	0	1975	हैलिकल प्रसरण कमानियाँ वृत्ताकार खंड तार और छड़े बनाने के लिए असत	1000 नग	36000	29000	24	सभी	0	0	0	2003-08-18
कुडलित सिंग													
9763	0	0	2000	गर्म तथा ठंडे पानी के लिए प्लास्टिक की बिब टोटियाँ, एंगक वाल्व तथा रोक वाल्व	100 नग	36000	29000	10	सभी	0	0	0	2003-08-19
5411	2	0	1972	प्लास्टिक इमल्शन रंग रोगन बाहरी उपयोग के लिए	1 लिटर	60000	52000	0.22	सभी	0	0	0	2003-09-02
2747	0	0	1990	टेक्समीटर—कार्यकारी अपेक्षाएं	एक टेक्समीटर	96000	84000	10	सभी	0	0	0	2003-09-10
9669	0	0	1980	सीबीआर साँचा और इसके सहायकांग	एक नग	39000	32000	80	सभी	0	0	0	2003-09-11
15227	0	0	2002	डेल्टामेथ्रीन गूलबी	100 लि.	33000	26000	100	सभी	0	0	0	2003-09-19
6608	0	0	1978	स्किन क्रोम	एक किग्रा.	39000	32000	0.38	सभी	0	0	0	2003-09-23
15155	0	0	2002	अस्तर व लेपन वाले सरियो/ तार से लिपटे हुए इस्पात के बेलनाकार पाइप (विशेष सहायकांग सहित)	एक एम टी	55000	47000	7	सभी	0	0	0	2003-09-23
14768	2	0	2003	विद्युत संस्थापन के लिए धातु कंड्यूट फिटिंग	100 नग	36000	29000	3	सभी	0	0	0	2003-09-24
2086	0	0	1993	रिवायेरबल टाइप विद्युत फ्यूजों में प्रयुक्त कैरियर और बेस	एक नग	49000	41000	0.5	सभी	0	0	0	2003-09-29
6356	0	0	2001	ट्यूबेस्ट	100 किग्रा	60000	52000	8	सभी	0	0	0	2003-10-06
14968	0	0	2001	50 किग्रा./25 किग्रा. चीनी पैक करने के लिए उच्च घनत्व पोलिइथाईलीन पोलीप्रोपाईलीन के बुने हुए बोरे	1 एमटी.	42000	35000	130	सभी	0	0	0	2003-10-06

1	2	3	4	5	6	7	8	9	10	11	12	13	14
3812	0		2003	पोजोलागा और कंक्रीट अधिमिश्रण के रूप में प्रयुक्त उड़नराख	एक टन	55000	47000	8	सभी	0	0	0	2003-10-24
9517	0	0	1986	न्यूनतम 48% पोलिएस्टर-पोलिएस्टर मिश्रित सूरिंग एक्वेस्टॉस सीमेंट के दाब पाइप (हल्की ड्यूटी)	100 वर्गमीटर	39000	32000	10	सभी	0	0	0	2003-11-04
9627	0	0	1980	एक्वेस्टॉस सीमेंट के दाब पाइप (हल्की ड्यूटी)	एक टन	36000	29000	12	सभी	0	0	0	2003-11-21
11652	0	0	2000	क्वार्टाडि-सीमेंट भरने के बोरे-उच्च घनत्व पोलि-इथाइलीन (एच डीपीई) पोलिप्रोपलीन (पी पी)	1 टन	33000	26000	120	सभी	0	0	0	2003-11-24
15271	0	0	2003	नमकीन	100 किग्रा.	33000	26000	7	सभी	0	0	0	2003-12-18
1891	5	0	1993	क्वार्टाडि-पट्टे के लिए कनवेयर और उत्पादक भाग 5 सह उपयोग हेतु आग प्रतिरोधी पट्टे	1 मीटर	42000	35000	1	सभी	0	0	0	2003-12-26
5820	0	0	1970	पूर्वदलित कंक्रीट के बल कवर	1 एम.टी.	33000	26000	33	सभी	0	0	0	2003-12-26
248	0	0	1987	सोडियम बाईसल्फेट तकनीकी	1 एम.टी.	30000	24000	19	सभी	0	0	0	2003-12-31
14544	0	0	1998	सीधे संचयित पोलिविनायल क्लोराइड (पीवीसी) तले के साथ चमड़े के सुरक्षा जूते	1 जोड़ा	49000	41000	0.5	सभी	0	0	0	2003-12-31
14887	0	0	2000	क्वार्टाडि-50 किग्रा./25 किग्रा. खाद्यान्न पैक करने के लिए उच्च घनत्व पोलिइथाइलीन (एच डी पी ई)/पोलीप्रोपाईलीन (पी पी) के बुने हुए बोरे	1 एम.टी.	42000	35000	130	सभी	0	0	0	2003-12-31
15228	0	0	2002	सिप्लथ्रोन ई डब्ल्यू	100 लि.	33000	26000	200	सभी	0	0	0	2003-12-31

हमारा संदर्भ : सीएमडी-4/13/ : 10

[सं. के०प्रा०वि/13 : 10]

बलवंत राय, उप महानिदेशक (मुहर)

New Delhi, the 31st August, 2005

S.O. 3206.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the Marking for the products given in the schedule :

SCHEDULE

IS. No.	PT	Sec.	Year	Product	UNIT	Min. Marking Fee		Unit		Units		Unit		Units		Unit		Enforcement	
						Large Scale	Small Scale	Rate Slab 1	Rate Slab 2	in Slab 1	in Slab 2	Rate Slab 1	Rate Slab 2	Rest					
1	2	3	4	5	6	7	8	9	10	11	12	13	14						
14772	0	0	2000	Enclosures for Accessories for House Hold and Similar Fixed Electrical Installations	100 Pieces	49000	4100	8	All	0	0	0	0	0	2003-01-08				
5343	0	0	1996	Butylated Hydroxyanisole, Food Grade (Batch Process)	1 Tonne	33000	26000	600	All	0	0	0	0	0	2003-03-13				
7098	3	0	1993	Xlpe Insulated Thermoplastic Sheathed Cables for working Voltage from 66 Kv to 200 Kv	1 M	75000	66000	3	All	0	0	0	0	0	2003-03-13				
3513	3	0	1989	Resin Treated Compressed wood Laminates- Meter General Purposes	1 SQ	55000	47000	2.9	All	0	0	0	0	0	2003-04-14				
2594	0	0	2003	Hacksaw Blades	1000 PCS	33000	26000	5	All	0	0	0	0	0	2003-04-24				
3459	0	0	1977	Small Wire Ropes	1 MT.	55000	47000	25	All	0	0	0	0	0	2003-04-24				
12776	0	0	2002	Galvanized Strand for Earthing	1 MT.	33000	26000	15	All	0	0	0	0	0	2003-04-24				
14845	0	0	2000	Resilient Seated Cast Iron Air Relief Valves for Water Works Purposes	1 Valve	33000	26000	11	All	0	0	0	0	0	2003-06-24				
6760	0	0	1972	Slotted Countersunk Head Wood Screws	1000 Screws	30000	24000	1	All	0	0	0	0	0	2003-07-09				
3829	3	0	1985	Pressure Steam Sterilizers, Vertical Cylindrical Type	1 Sterilizer	24000	17000	86.4	All	0	0	0	0	0	2003-08-05				
5983	0	0	1980	Eye Protectors	1 Pair	33000	26000	1.3	All	0	0	0	0	0	2003-08-05				
6149	0	0	1984	Single-Ended Open-Jaw Adjustable Wrenches	1 Piece	30000	24000	0.35	All	0	0	0	0	0	2003-08-05				

1	2	3	4	5	6	7	8	9	10	11	12	13	14
7276	0	0	1989	Non-Expendable General Purpose Flat Pallets for Through Transit of Goods	1 Pallet	55000	47000	4	All	0	0	0	2003-08-05
7907	2	0	1976	Helical Extension Spring Cold Coiled Spring Made From Circular Section Wire and Bars	1000 PCS	36000	29000	36	All	0	0	0	2003-08-05
11673	0	0	1992	Sodium Hypochlorite Solution	1 K.L.	36000	29000	6.5	All	0	0	0	2003-08-05
14928	0	0	2001	Composite Synthetic Fibre Ropes	1 M.T.	33000	26000	36	All	0	0	0	2003-08-05
14929	0	0	2001	Textiles-High Strength Polyolefins Copolymer Ropes	1 M.T.	33000	26000	36	All	0	0	0	2003-08-05
15169	0	0	2002	Needles for Sewing Machine for Industrial Purpose	500 Needles	30000	24000	2.5	All	0	0	0	2003-08-05
3992	0	0	1992	Trays, Kindney	1 Tray	36000	29000	0.15	All	0	0	0	2003-08-06
8086	0	0	1991	Rehabilitation Equipment Wheel Chairs, Folding, Junior Size	1 Wheel-chair	42000	35000	10	All	0	0	0	2003-08-06
14930	2	0	2001	Conduit Systems for Electrical Installations	100 M.	33000	26000	7	All	0	0	0	2003-08-06
15058	0	0	2002	PVC Water-Stops at Transverse Contraction Joints for Use in Masonry and Concrete Dams	1 Tonne	49000	41000	120	All	0	0	0	2003-08-06
15100	0	0	2001	Multifunction Valve Assembly for Permanently Fixed Liquefied Petroleum Gas (LPG) Containers for Automotive use	1 Valve Assembly	55000	47000	2	All	0	0	0	2003-08-06
493	1	0	1981	General Purpose Machinery and Spindle Oils : Part 1 Machinery Oils	1 K.L.	39000	32000	36	All	0	0	0	2003-08-07

1	2	3	4	5	6	7	8	9	10	11	12	13	14
4709	0	0	1968	Sterilised Flavoured Milk	1000 Litres	30000	24000	310	All	0	0	0	2003-08-07
14616	0	0	1999	Laminated Veneer Lumber	1 Cubic Meter	65000	57000	25	All	0	0	0	2003-08-12
363	0	0	1993	Hasps and Staples	100 Pieces	33000	26000	5	All	0	0	0	2003-08-18
7906	2	0	1975	Helical Compression Springs-Cold Coiled Springs Made from Circular Section Wire and Bar	1000 Pieces	36000	29000	24	All	0	0	0	2003-08-18
9763	0	0	2000	Plastic Bib Taps, Angle Valves and Stop Valves for Hot and Cold Water Services	100 Pieces	36000	29000	10	All	0	0	0	2003-08-19
5411	2	0	1972	Plastic Emulsion Paint, for Exterior use	1 Litre	60000	52000	0.22	All	0	0	0	2003-09-02
2747	0	0	1990	Taximeter-Performance Requirement	1 Taxi-Meter	96000	84000	10	All	0	0	0	2003-09-10
9669	0	0	1980	CBR Moulds and its Accessories	One Piece	39000	32000	80	All	0	0	0	2003-09-11
15227	0	0	2002	Deltamethrin ULV	100 Litres	33000	26000	100	All	0	0	0	2003-09-19
6608	0	0	1978	Skin Cream	One Kg.	39000	32000	0.38	All	0	0	0	2003-09-23
15155	0	0	2002	Bar/Wire Wrapped Steel Cylinder with Mortar Lining and Coating (Including Specials)	One MT.	55000	47000	7	All	0	0	0	2003-09-23
14768	2	0	2003	Metal Conduits Fittings for Electrical Installation	100 Pieces	36000	29000	3	All	0	0	0	2003-09-24
2086	0	0	1993	Carrier and Bases used in Rewireable Type Electric Fuses	One Piece	49000	41000	0.5	All	0	0	0	2003-09-29
6356	0	0	2001	Toothpaste	100 Kg.	60000	52000	8	All	0	0	0	2003-10-06
14968	0	0	2001	High Density HDPE/PP Woven Sacks for Packing 50 KG/25 KG Sugar	1 MT.	42000	35000	130	All	0	0	0	2003-10-06
3812	0	0	2003	Pulverized Finesl Ash : Part 1 for use as Pozzolana in cement.	One Tonne	55000	47000	8	All	0	0	0	2003-10-24

1	2	3	4	5	6	7	8	9	10	11	12	13	14
				Cement Mortar and Concrete : Part 2 for use as Admixture in Cement Mortar and Concrete									
9517	0	0	1986	Polyster Blended Suiting having Min' 48% Polyster	100 SQ. M.	39000	32000	10	All	0	0	0	2003-11-04
9627	0	0	1980	Asbestos Cement Pressure Pipes (Light Duty)	1 Tonne	36000	29000	12	All	0	0	0	2003-11-21
11652	0	0	2000	Textiles-Woven Sacks for packing cement-high Density Polythelene (HDPE)/Polyp Ropylene (PP)	1 Tonne	33000	26000	120	All	0	0	0	2003-11-24
15271	0	0	2003	Namkeen	100 KGS	33000	26000	7	All	0	0	0	2003-12-18
1891	5	0	1993	Conveyor and Elevator Textile Belting part 5 Fire Resistance Belting for Surface Application	1M	42000	35000	1	All	0	0	0	2003-12-26
5820	0	0	1970	Precast Concrete Cable Covers	1 M.T.	33000	26000	33	All	0	0	0	2003-12-26
248	0	0	1987	Sodium Bisulphate Technical	1 M.T.	30000	24000	19	All	0	0	0	2003-12-31
14544	0	0	1998	Leather Safety Foot Wear with Direct Moulded PVT Sole	1 Pair	49000	41000	0.5	All	0	0	0	2003-12-31
14887	0	0	2000	Textiles-High Density Polyethylene (HDP)/Poly Propylene PP) Woven Sacks for Packing 50 KG/ 25 KG Food Grains	1 M.T.	42000	35000	130	All	0	0	0	2003-12-31
15228	0	0	2002	Cyfluthrin EW	100 Litres	33000	26000	200	All	0	0	0	2003-12-31

[No. CMD/13 : 10]

BALWANT RAI, Dy. Director General (Marks)

नई दिल्ली, 1 सितम्बर, 2005

का.आ. 3207.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	IS 3708 (Part 9) : 2005/ISO 247: 1998 प्राकृतिक रबड़ लेटेक्स की परीक्षण विधियां भाग 9 कुल रबड़ ज्ञात करना (दूसरा पुनरीक्षण)	कुछ नहीं	जुलाई 2005
2.	IS 15609 : 2005 प्राकृतिक मिनरल जल एवं पैकेजबंद पेय जल की पैकिंग के लिए पालीथेनहाइलीन के पाउच—विशिष्ट	कुछ नहीं	अगस्त 2005

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, पटना, पूणे तथा तिरुवनन्तपुरम में विक्री हेतु उपलब्ध हैं।

[सं. पीसीडी/जी-7 (गजट)]

डा० डी० के० चौधरी, वैज्ञा. एफ एवं प्रमुख

New Delhi, the 1st September, 2005

S.O. 3207.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year and title of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 3708 (Part 9) : 2005/ISO 247 : 1990 Methods of test for natural rubber-latex Part 9 Determination of total ash (<i>second revision</i>)	None	July 2005
2.	IS 15609 : 2005 Polyethylene flexible pouches for the packing of Natural mineral water and packaged drinking water-Specification	None	August 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

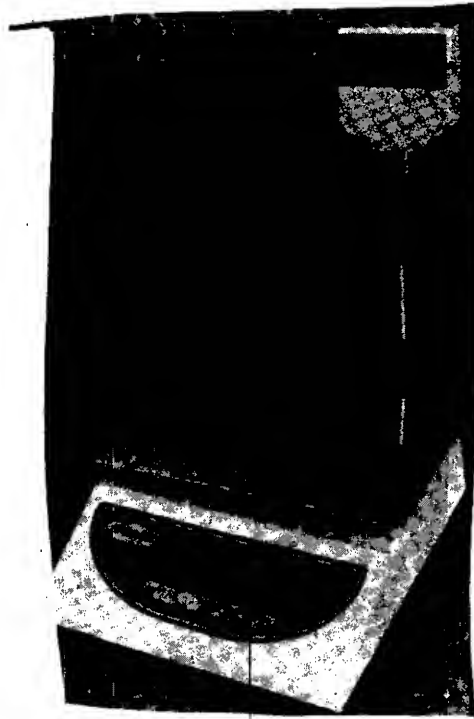
[No. PCD/G-7 (Gazette)]

Dr. D.K. CHAUDHARI, Sec.-F & Head

नई दिल्ली, 18 अगस्त, 2005

का.आ. 3208.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डी जी वेइंग सिस्टम्स, 5-8-1118, नीरू हाउस, अग्रवाल चैम्बर्स किंग कोठी, हैदराबाद द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "डी जे-जे पी" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सोनिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/397 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50000 तक की रेंज में सत्यापन मापमान अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

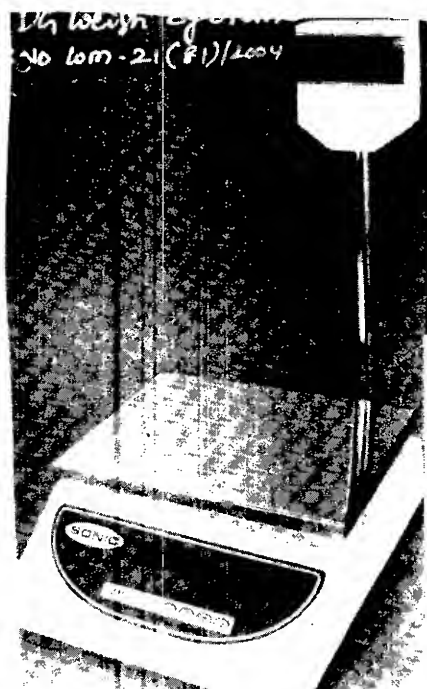
[फा. सं. डब्ल्यू. एम.-21(81)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th August, 2005

S.O. 3208.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "DJ-JP" series of high accuracy (Accuracy class-II) and with brand name "SONIC" (hereinafter referred to as the said model), manufactured by M/s D.G. Weigh Systems, 5-8-1118, Opp. Neeru's House, Besides Agarwal Chambers, King Kothi, Hyderabad-1 and which is assigned the approval mark IND/09/2004/397;



The said model is strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply;

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance to same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

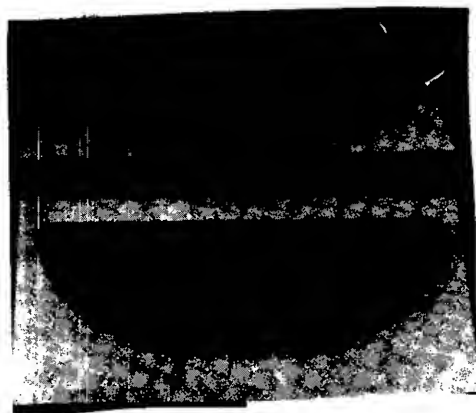
[F. No. WM-21(81)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 18 अगस्त, 2005

का.आ. 3209.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा ताट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डी जी वेइंग सिस्टम्स, 5-8-III 8, नीरू हाउस, अग्रवाल चैम्बर्स, किंग कोठी, हैदराबाद-1 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-III) वाले "डी जी-टी बी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सोनिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/398 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। स्थापन मापमान अंतराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्ट्रामिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में स्थापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में स्थापन मान सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

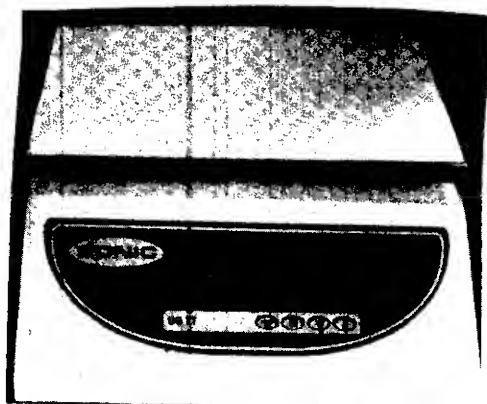
[फा. सं. डब्ल्यू. एम.-21(81)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th August, 2005

S.O. 3209.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "DG-TB" series of medium accuracy (Accuracy class-III) and with brand name "SONIC" (hereinafter referred to as the said model), manufactured by M/s D.G. Weigh Systems, 5-8-III 8, Opp. Neeru's House, Besides Agarwal Chambers, King Kothi, Hyderabad-1 and which is assigned the approval mark IND/09/2004/398;



The said model is strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance to same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

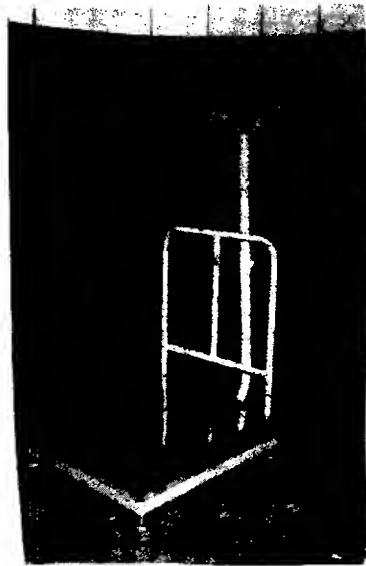
[F. No. WM-21(81)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 18 अगस्त, 2005

का.आ. 3210.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डी जी वेइंग सिस्टम्स, 5-8-1118, नीरू हाऊस, अग्रवाल चैम्बर्स, किंग कोठी, हैदराबाद द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "डी जी-पी पी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेट फार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सोनिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/2004/399 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 25 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मान सहित 50 कि. ग्रा. से अधिक और 5,000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

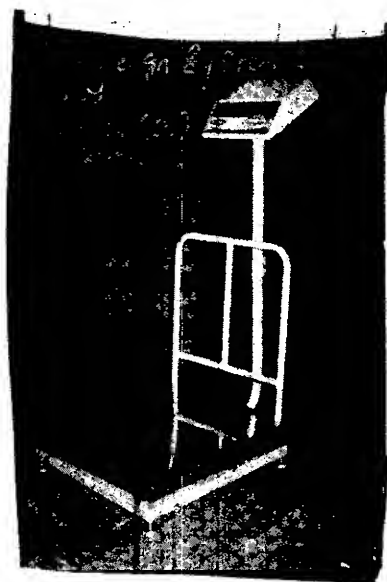
[फा. सं. डब्ल्यू. एम.-21(81)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th August, 2005

S.O. 3210.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "DG-PP" series of high accuracy (Accuracy class-II) and with brand name "SONIC" (hereinafter referred to as the said model), manufactured by M/s D.G. Weigh Systems, 5-8-1118, Opp. Neeru's House, Besides Agrawal Chambers, King Kothi, Hyderabad-1 and which is assigned the approval mark IND/09/2004/399;



The said model is strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 2.5kg. The verification scale interval (e) is 50g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply;

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 5,000kg with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design, and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(81)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 22 अगस्त, 2005

का.आ. 3211.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एवरेडी स्केल्स इंडिया, एफ-48, वैशाली नगर, जयपुर-302021 (राजस्थान) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "ए एस आई" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वे ब्रिज प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "एवरेडी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/389 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक अस्वचालित (वे ब्रिज प्रकार) का तोलन उपकरण है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 200 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 10 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि.ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 5 टन से ऊपर और 150 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

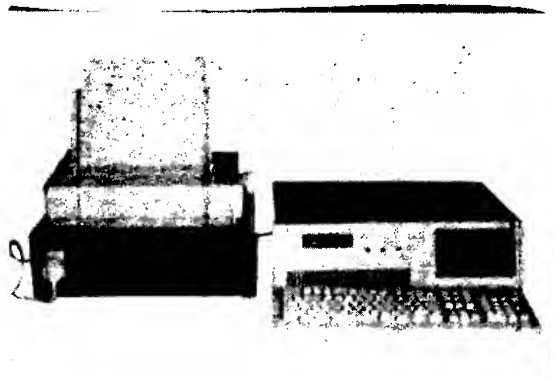
[फा. सं. डब्ल्यू. एम.-21(60)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd August, 2005

S.O. 3211.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Models described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over period of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weigh bridge type) with digital indication belonging to medium accuracy (accuracy class-III) of "ASI" series with brand name "AVEREADY" (hereinafter referred to as the Model), manufactured by M/s Aveready Scales India, F-48, Vaisalli Nagar, Jaipur-302021 (Rajasthan) and which is assigned the approval mark IND/09/2004/389;



The said Model is non-automatic weighing instrument (Weigh bridge type). The maximum capacity is 50 tonne and minimum capacity 200kg. The value of verification scale interval (e) is 10kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance to same series with maximum capacity above 5 tonne and upto 150 tonne with number of verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5kg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model have been manufactured.

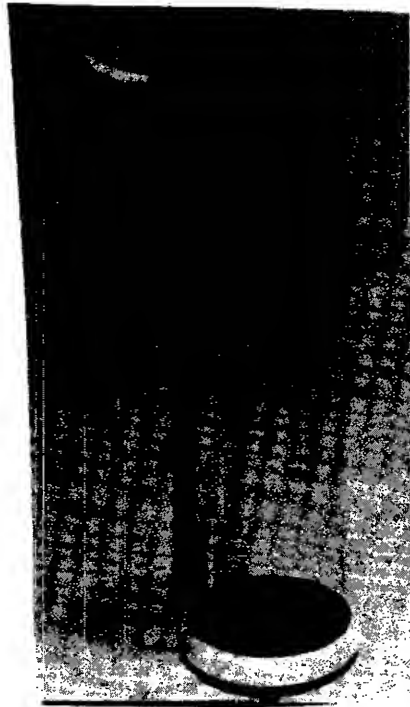
[F. No. WM-21(60)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 अगस्त, 2005

का.आ. 3212.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डा. बेलीराम एंड सन्स प्रा. लिमिटेड, 5/12 ए, कीर्तिनगर इण्डस्ट्रीयल एरिया, नई दिल्ली-110015 द्वारा निर्मित सामान्य यथार्थता वर्ग (यथार्थता वर्ग-III) वाले सदृश सूचन सहित तोलन अस्वचालित उपकरण (ऊँचाई गेज सहित यांत्रिक व्यक्ति तोलन मशीन प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "संसो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/43 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल यांत्रिक स्प्रिंग आधारित अस्वचालित (ऊँचाई गेज सहित व्यक्ति तोलन मशीन) सदृश सूचक सहित तोलन उपकरण है। इसकी अधिकतम क्षमता 125 कि. ग्रा. और न्यूनतम क्षमता 5 कि.ग्रा. है। सत्यापन मापमान अन्तराल 'ई' का मान 500 ग्रा. है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 50 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि. ग्रा. से अधिक 150 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

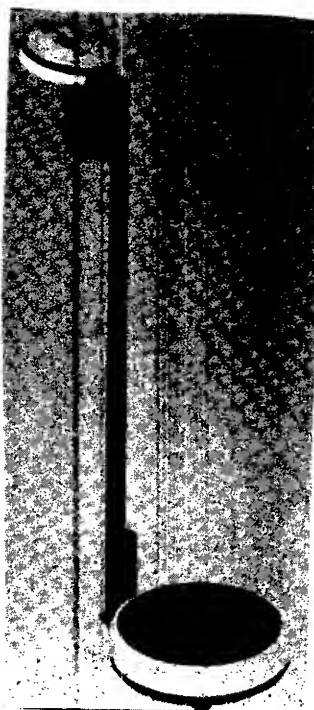
[फा. सं. डब्ल्यू. एम.-21(313)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd August, 2005

S.O. 3212.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Mechanical Person weighing machine with height gauge) with analogue indication (hereinafter referred to as the said model), belonging to ordinary accuracy class (Accuracy class-III) with brand name "SAMSO" manufactured by M/s. Dr. Beli Ram and Sons Private Limited, 5/12A, Kirtinagar Industrial Area, New Delhi-110 015 and which is assigned the approval mark IND/09/2005/43.



The said model is a mechanical spring based non-automatic weighing instrument (Person weighing machine with height gauge) with analogue indication of maximum capacity 125kg and minimum capacity of 5kg. The value of verification scale interval 'e' is 500g.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 100kg and upto 150 kg and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 50g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

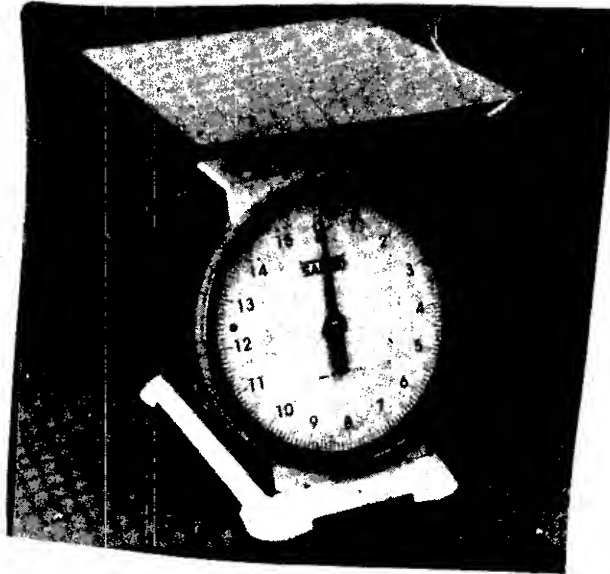
[F. No. WM-21(313)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 अगस्त, 2005

का.आ. 3213.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डा. बेलीराम एंड सन्स प्रा. लिमिटेड, 5/12 ए, कीर्तिनगर इण्डस्ट्रीयल एरिया, नई दिल्ली-110015 द्वारा निर्मित सामान्य यथार्थता वर्ग-I (यथार्थता वर्ग-III) वाले सदृश सूचन सहित तोलन अस्वचालित उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "संसो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/44 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल यांत्रिक स्प्रिंग आधारित अस्वचालित (टेबलटाप प्रकार) सदृश सूचक सहित तोलन उपकरण है। इसकी अधिकतम क्षमता 15 कि. ग्रा. और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 50 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

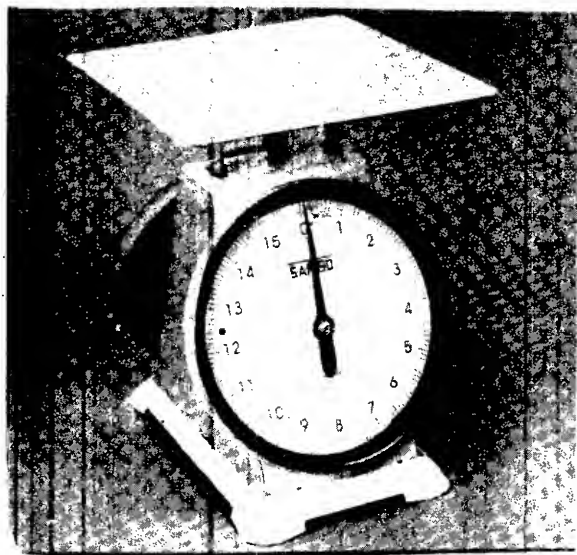
[फा. सं. डब्ल्यू. एम.-21(313)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd August, 2005

S.O. 3213.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) hereinafter referred to as the said Act and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of non-automatic weighing instrument (Table top type) with analogue indication (hereinafter referred to as the said model), belonging to ordinary accuracy (Accuracy class-III) with brand name "SAMSO" manufactured by M/s. Dr. Beli Ram and Sons Private Limited, 5/12A, Kirtinagar Industrial Area, New Delhi-110 015 and which is assigned the approval mark IND/09/2005/44;



The said model is a mechanical spring based non-automatic weighing instrument (Table top type) with analogue indication belonging of maximum capacity 15kg and minimum capacity of 1kg. The value of verification scale interval (e) is 100g.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance to same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 50g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(313)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 अगस्त, 2005

का.आ. 3214.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एटोमिक एन्टरप्राइजेज, सं. 78, रास्ता पेठ, पुणे-411011, द्वारा विनिर्मित स्वतः सूचक, स्वचालित, भरण मशीन (समय आधारित पद्धति) के मॉडल का, जिसके ब्राण्ड का नाम "ओटोपैक-क्लासिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/162 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल स्वचालित आयतनिक भरण मशीन (समय आधारित पद्धति) है। इसकी अधिकतम क्षमता 1000 मि.ली. और न्यूनतम क्षमता 100 मि.ली. है। इसका प्रयोग सभी श्यानद्रवों जैसे जल, सॉफ्टड्रिंक, सुपेय इत्यादि के भरण के लिए किया जाता है। यह 2400 पैकेट प्रतिघंटा भरती है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ली. से 1000 मि.ली. तक या समतुल्य भार तक के रेंज में क्षमता वाले हैं।

[फा.सं. डब्ल्यू. एम.-21(243)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

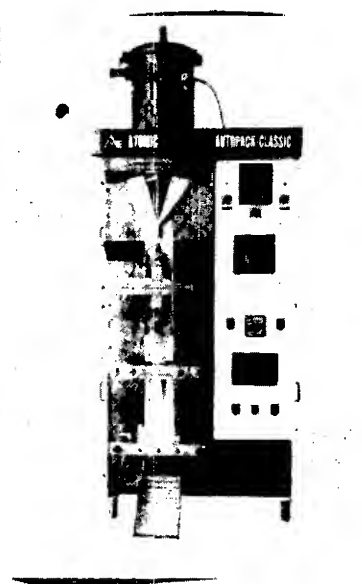
New Delhi, the 23rd August, 2005

S.O. 3214.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the self indicating, Automatic filling machine (Time based system) with brand name "AUTOPACK-CLASSIC" (hereinafter referred to as the said model), manufactured by M/s. Atomic Enterprises, No. 78 Rasta Peth, Pune-411 011 and which is assigned the approval mark IND/09/05/162;

The said model is an automatic volumetric filling machine (Time based System) and its maximum capacity is 1000 ml. It is used for filling the all viscous liquids like mineral water, soft drink, beverage etc. It fills 2400 packs per hour. The instruments operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity in the range of 100 ml to 1000 ml or equivalent mass manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the approval model has been manufactured.

[F. No. WM-21(243)/2003]

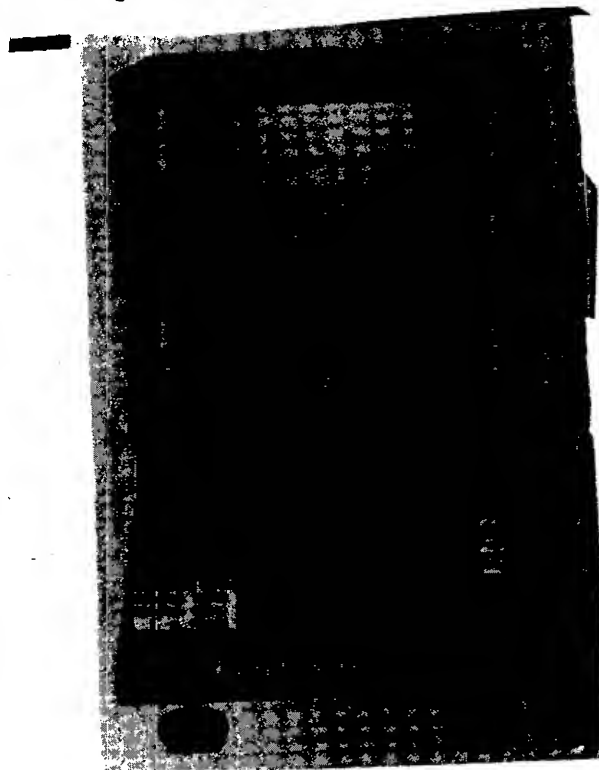
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 अगस्त, 2005

का.आ. 3215.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्री जी साइनेटिफिक इंडस्ट्री, 25, राज विलास, पब्लिक पार्क के सामने, बीकानेर, 334001 द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एस जे एस-22" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के माडल का, जिसके ब्रांड का नाम "श्री" है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/03 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सैल आधारित (टेबल टॉप प्रकार) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 22 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम.-21(298)/2002]

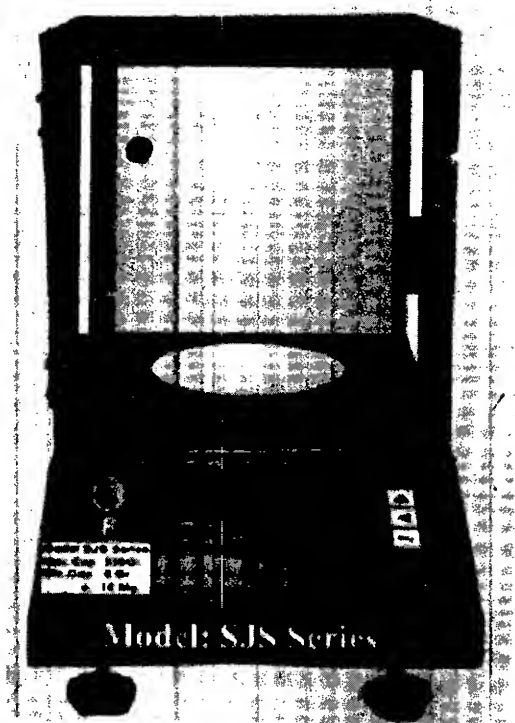
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd August, 2005

S.O. 3215.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "SJS-22" series of high accuracy (Accuracy class-II) and with brand name "SHREE" (hereinafter referred to as the said model), manufactured by M/s. Shree Ji Scientific Industries, 25, Raj Vilas, Opp. Public Park, Bikaner-334 001 and which is assigned the approval mark IND/09/2005/03;

The said model (see the figure given below) is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 22 Kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity upto 50 kg and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k to 2×10^k , or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

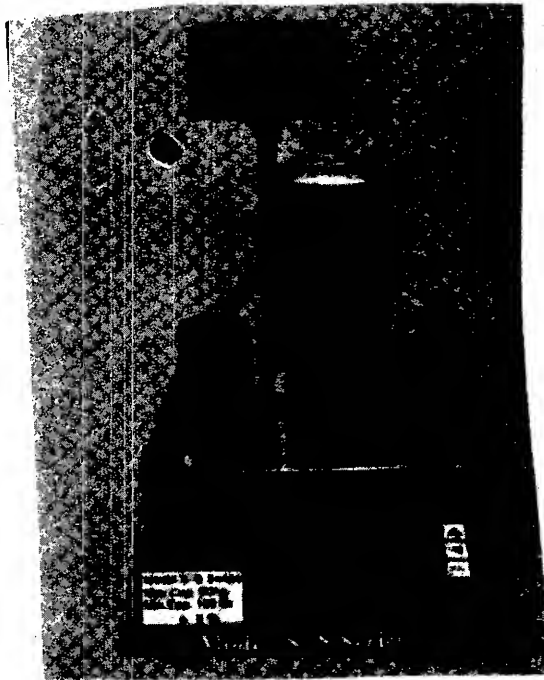
[F. No. WM-21(298)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 अगस्त, 2005

का.आ. 3216.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्री जी साइनेटिफिक इंडस्ट्री, 25, राज विलास, पब्लिक पार्क के सामने, बीकानेर, 334001 द्वारा निर्मित मध्यम (यथार्थता वर्ग-II) वाले "एस टी एस-12" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "श्री" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/04 समनुद्देशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है;



उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सैल आधारित (टेबल टॉप प्रकार) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 12 कि.ग्रा. और न्यूनतम क्षमता 40 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 मि.ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

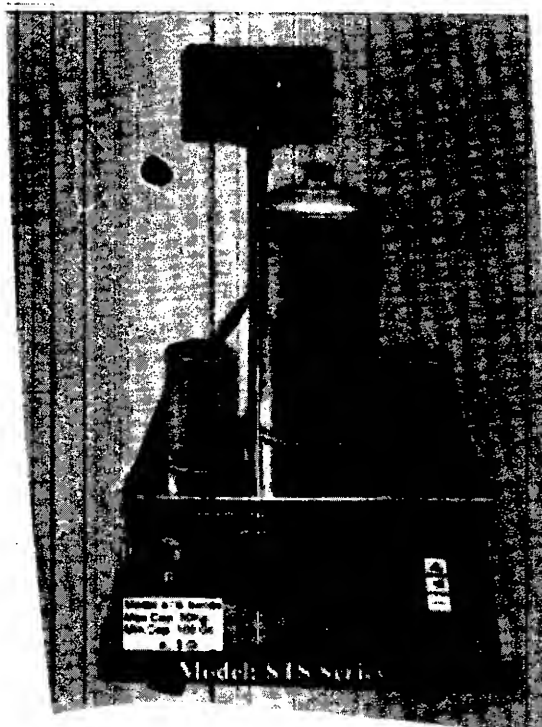
[फा.सं. डब्ल्यू. एम.-21(298)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd August, 2005

S.O. 3216.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic (Table top type) weighing instrument with digital indication of "STS-12" series of medium accuracy (Accuracy class-III) and with brand name "SHREE" (herein referred to as the said model), manufactured by M/s. Shree Ji Scientific Industries, 25, Raj Vilas, Opp. Public Park, Bikaner-334 001 and which is assigned the approval mark IND/09/2005/04;



The said model (see the figure given below) is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 12 Kg and minimum capacity of 40g. The verification scale interval (e) is 2g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 g. or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(298)/2002]

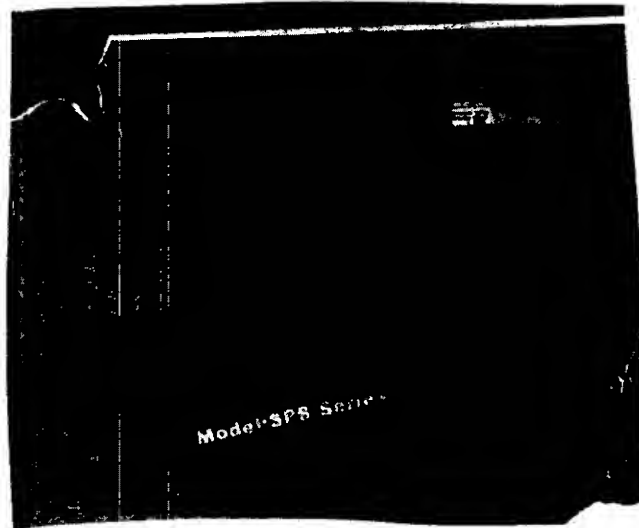
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 अगस्त, 2005

का.आ. 3217.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्री जी साइनेटिफिक इंडस्ट्री, 25, राज विलास, पब्लिक पार्क के सामने, बीकानेर-334001 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-II) वाले "एस पी एस-1000" शृंखला के अंकक सूचन सहित स्वतः सूचक, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "श्री" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/05 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सैल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$ के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम.-21(298)/2002]

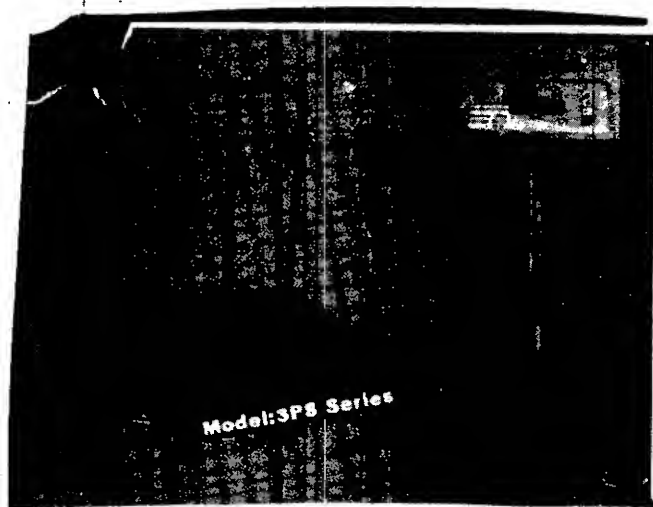
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd August, 2005

S.O. 3217.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic (Platform type) weighing instrument with digital indication of "SPS-1000" series of medium accuracy (Accuracy class-III) and with brand name "SHREE" (herein referred to as the said model), manufactured by M/s. Shree Ji Scientific Industries, 25, Raj Vilas, Opp. Public Park, Bikaner-334 001 and which is assigned the approval mark IND/09/2005/05;

The said model (see the figure given below) is a strain gauge type load cell based weighing instrument with a maximum capacity of 1000 Kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50 kg and up to 5,000 kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (298)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 अगस्त, 2005

का.आ. 3218.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स अवेरी इण्डिया लिमिटेड, प्लाट सं. 50-59, सेक्टर-25, बल्लभगढ़-121004 हरियाणा द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "3303 सी एल एस" श्रृंखला के सादृश सूचन सहित, अस्वचालित तोलन उपकरण (डायल प्रकार) के माडल का, जिसके ब्रांड का नाम "अवेरी" है (जिसे इसमें उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/241 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है;



उक्त मॉडल संयुक्त लीवर अस्वचालित तोलन (डायल प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 50 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम.-21(253)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd August, 2005

S.O. 3218.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Dial type) with analogue indication of "3303 CLS" series of medium accuracy (Accuracy class-III) and with brand name "AVERY" (hereinafter referred to as the said model), manufactured by M/s. Avery India Limited, Plot No. 50-59, Sector-25, Ballabhgarh-121004, Haryana and which is assigned the approval mark IND/09/05/241;



The said model is a compound lever based non-automatic weighing instrument (Dial type) with a maximum capacity of 50 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100 g.

In addition to sealing the stamping plate, sealing shall also be done to prevent from opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

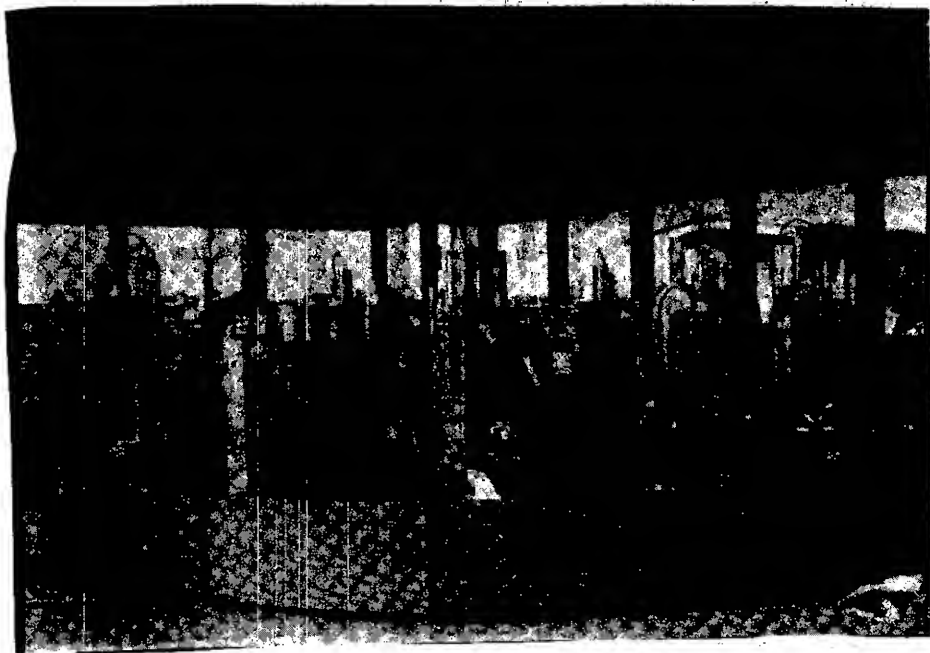
[F. No. WM-21 (253)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 24 अगस्त, 2005

का.आ. 3219.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा नैशनल स्टैण्डर्स कमिशन ऑफ आस्ट्रेलिया द्वारा जारी मॉडल अनुमोदित प्रमाण पत्र के साथ उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (3) के तीसरे परन्तुक और उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एल्ट्रोनिक्स लिमिटेड, 8 वाल्स रोड, पेन रोज, न्यूजीलैंड द्वारा निर्मित और भारत में एच टी प्रोसेस कण्ट्रोल प्रा. लि., 99 डी एच एस आई डी सी इण्डस्ट्रीयल एस्टेट, सेक्टर 31, फरीदाबाद-121003 द्वारा क्षिपित "ए एस 675" शृंखला के अस्वचालित, इलैक्ट्रॉनिक तोलन मशीन और जिस अनुमोदन चिह्न आई एन डी/09/2005/49 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक अस्वचालित तोलन इलैक्ट्रॉनिक मशीन के साथ ए एस 675 डेजिगनेशन वाले शृंखला के हैं। इसकी अधिकतम क्षमता 99.9 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. जो यथार्थता वर्ग III का है। सत्यापन मापमान अन्तराल (ई) का मान 0.1 कि.ग्रा. है। मशीन की अधिकतम व्यवकलनात्मक 45 कि.ग्रा. है।

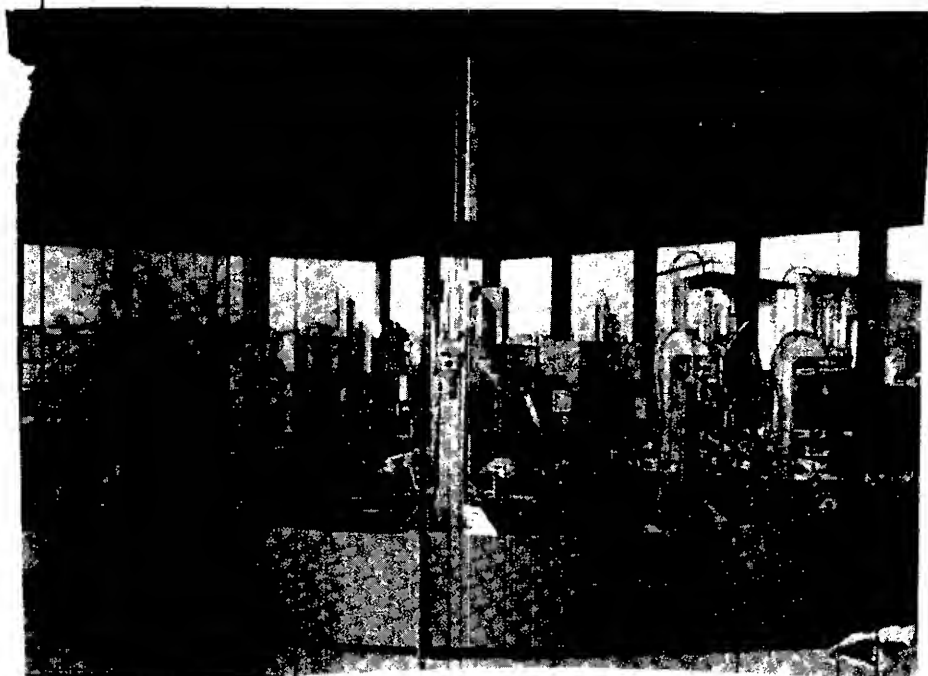
[फा.सं. डब्ल्यू. एम.-21(57)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th August, 2005

S.O. 3219.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority along with the model approval certificate issued by the National Standards Commission of Australia, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of the non-automatic electronic weighing machine of series AS 675 manufactured by M/s Actronic Limited, 8, Walls Road, Penrose, New Zealand and marketed in India by M/s HT Process Controls Private Limited, 99 D HSIDC Industrial Estate, Sector 31, Faridabad-121 003 and which is assigned the approval mark IND/13/2005/49;



The said model is a non-automatic weighing electronic machine with series designation AS 675 of maximum capacity 99.9 kg and minimum capacity of 2 kg belonging to class-III accuracy. The verification scale interval 'e' is 0.1 kg the machine has a maximum subtractive tare of 45 kg.

[F. No. WM-21 (57)/2005]

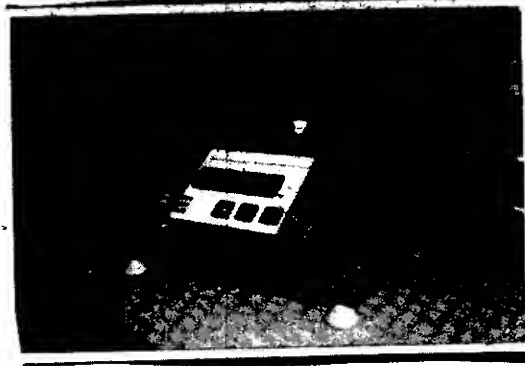
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 25 अगस्त, 2005 .

का.आ. 3220.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स केवरटेक्स इंस्ट्रूमेंट इण्डिया, सं. 24 बी, देवछाया, ए वी रोड, गोरेगांव (पश्चिम), मुंबई-400062 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "के वी ए" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "केवरटेक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/153 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित (टेबल टॉप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा। और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या इससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फ़.सं. डब्ल्यू. एम.-21(167)/2003]

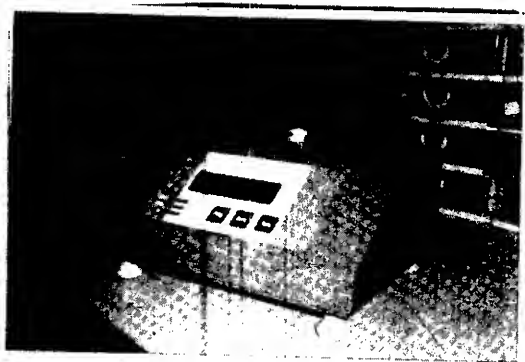
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2005

S.O. 3220.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "KVA" series of high accuracy (Accuracy class-II) and with brand name "KVERTEX" (herein referred to as the said model), manufactured by M/s. Kvertex Instruments (India), No. 24 B, Devchaya. S. V. Road, Goregaon (W), Mumbai-400 062 Maharashtra and which is assigned the approval mark IND/09/2004/153;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 Kg. and minimum capacity of 100 g. The verification scale interval (e) is 2 g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, approved model has been manufactured.

[F. No. WM-21 (167)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 25 अगस्त, 2005

का.आ. 3221.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स केवरटेक्स इंस्ट्रूमेंट इण्डिया, सं. 24 बी, देवछाया, ए वी रोड, गोरगांव (पश्चिम), मुम्बई-400062 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "के वी टी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टोप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "केवरटेक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), और जिसे अनुमोदन चिह्न आई एन डी/09/2004/154 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;



उक्त मॉडल (नीचे दी गई आकृति देखें), एक विकृत गेज प्रकार का लोड सेल आधारित (टेबल टोप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 20 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकर्सनारंभक आधारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक/डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदान पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कंपटपूण व्यवहारी के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत इसी विनिर्माता द्वारा उसी सिद्धान्त, किस्म और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित इसी शृंखला के वैसे ही धेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनत्वक या ऋणत्वक पूर्णांक या शून्य के समतुल्य हैं।

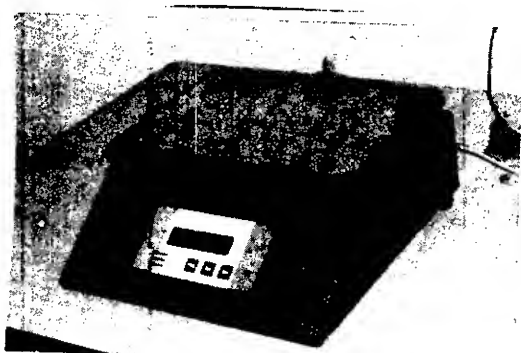
[फा.सं. डब्ल्यू. एम.-21(167)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2005

S.O. 3221.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "KVT" series of medium accuracy (accuracy class-III) and with brand name "KVERTEX" (herein referred to as the said model), manufactured by M/s. Kvertex Instruments (India), No. 24-B, Devchhaya, S.V. Road, Goregaon(W), Mumbai-400062 Maharashtra and which is assigned the approval mark IND/09/2004/154;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 20kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply;

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(167)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 25 अगस्त, 2005

का.आ. 3222.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स केवर्टेक्स इंस्ट्रूमेंट इण्डिया, सं. 24 बी, देवछाया, ए वी रोड, गोरेगांव (पश्चिम), मुम्बई-400062 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "के वी पी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "केवर्टेक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/155 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;



उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का लोड सेल आधारित (प्लेटफार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 500 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 मि.ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. से 1000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

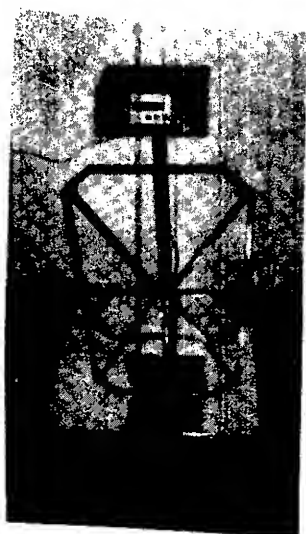
[फा.सं. डब्ल्यू. एम.-21(167)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2005

S.O. 3222.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Platform type) with digital indication of "KVP" series of medium accuracy (accuracy class-III) and with brand name "KVERTEX" (herein referred to as the said model), manufactured by M/s. Kvertex Instruments (India), No. 24-B, Devchhaya, S.V. Road, Goregaon(W), Mumbai-400062 Maharashtra and which is assigned the approval mark IND/09/2004/155;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 1000 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' of value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

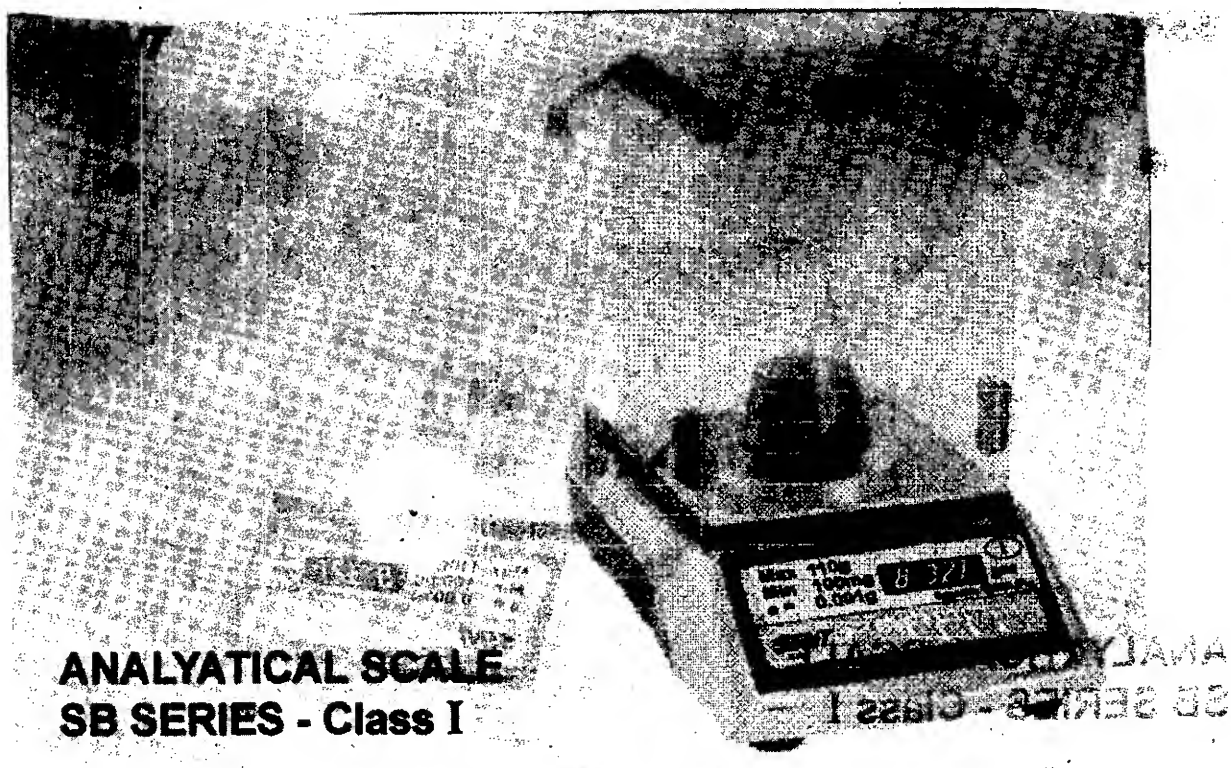
[F. No. WM-21(167)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 25 अगस्त, 2005

का.आ. 3223.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए स्मार्ट सेन्सर एंड ट्रैन्सड्यूसर लिमिटेड, 61/1, दमन इण्डस्ट्रियल इस्टेट, एयरपोर्ट रोड, खणीय गांव, दमन 396210 द्वारा निर्मित विशेष यथार्थता (यथार्थता वर्ग-I) वाले "एस बी" शृंखला के अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एस एस एन टी" है (जिसे इसमें उक्त मॉडल कहा गया है), और जिसे अनुमोदन चिह्न आई एन डी/99/2005/128 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विद्युत चुम्बक बल प्रतिपत्ति सिद्धांत पर आधारित अंकक सूचन सहित ई एम एफ सी सिद्धांत पर कार्य करने वाले (टेबल टॉप प्रकार के) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 110 ग्रा. और न्यूनतम क्षमता 100 मि.ग्रा. और विशेष यथार्थता वर्ग (यथार्थता वर्ग-I) का है। संतुलन मापमान अन्तःकल (ई) का मान 1 मि. ग्रा. है। द्रव्य क्रिस्टल संसाधन (एस.सी.डी.) द्वारा परिष्कृत उपकरण करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के सैलरी हो मेक यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 50,000 से अधिक या उसके बराबर तक की रेंज में संतुलन मापमान सहित 50 कि.ग्रा. तक के अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो अनात्मक या अल्पतमक पूर्णिकों का सूचक के अभाव में हैं।

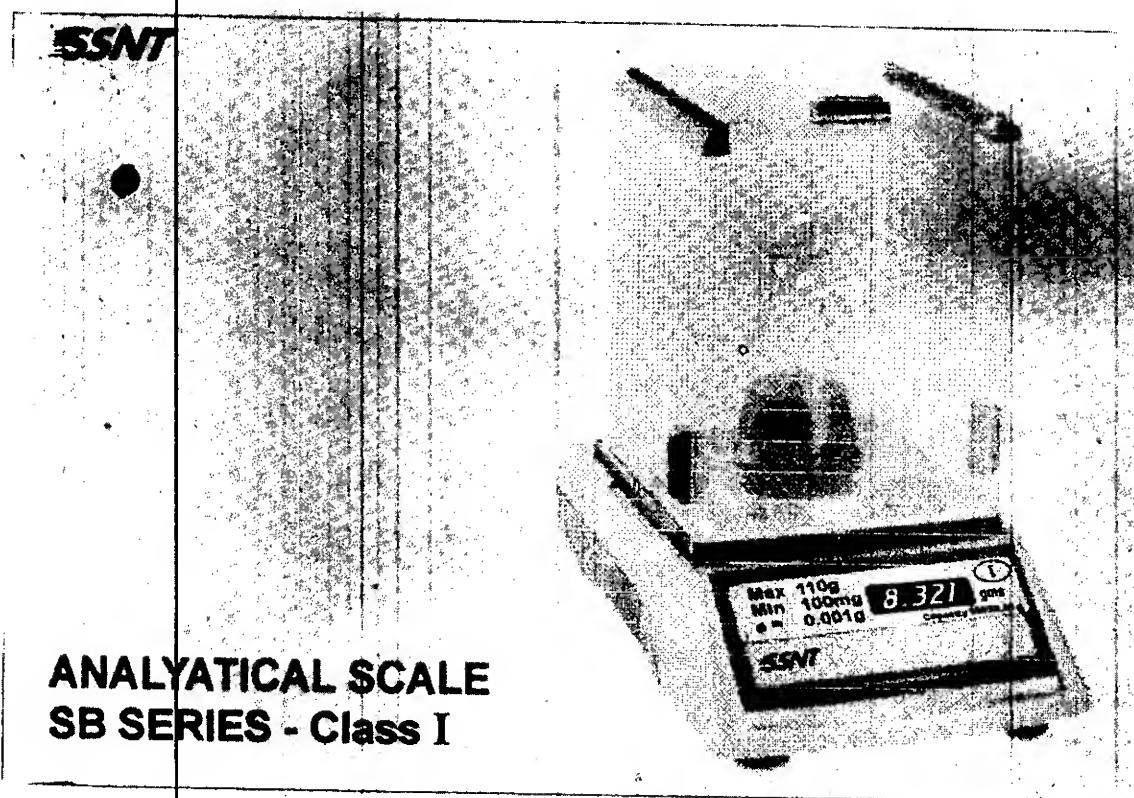
[फा.सं. डब्ल्यू. एम.-21(310)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2005

S.O. 3223.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the models described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over period of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of model of Non-automatic Weighing Instrument (Table Top Type) with "SB" series belonging to special accuracy class (accuracy class-I) and with brand name "SSNT" (herein after referred to as the model), manufactured by M/s. Smart Sensors & Transducers Limited, 61/1, Daman Industrial Estate, Airport Road, Village Kadaiya, Daman-396210 and which is assigned the approval mark IND/09/2005/128;



**ANALYTICAL SCALE
SB SERIES - Class I**

The said model is an Electromagnetic force compensation principle based Non Automatic Weighing Instrument (Table Top Type) working on the principle of EMFC with digital indication of maximum capacity of 110g and minimum capacity of 100mg, belonging to special accuracy class (accuracy class-I). The value of verification scale interval 'e' is 1mg. The display unit is of liquid crystal display (LCD) type. The instruments operates on 230 V, 50 Hz alternative current power supply;

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the Weighing Instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg and with number of verification scale interval (n) more than of equal to 50,000 for 'e' value of 1mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

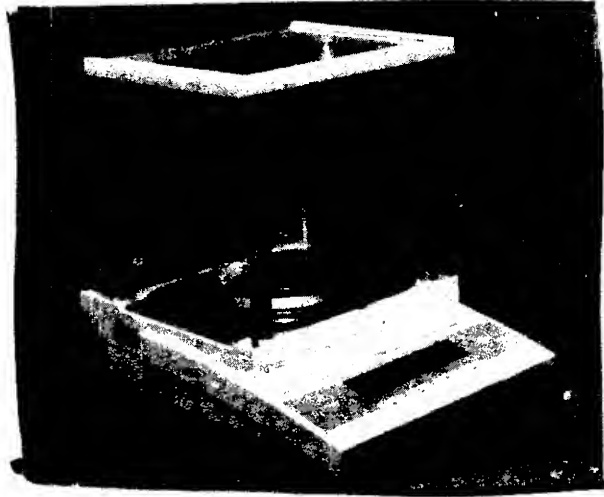
[F. No. WM-21(310)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 अगस्त, 2005

का.आ. 3224.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सार्टोरिअस मेकैट्रनिकल्स इण्डिया प्रा. लि., 10,3 फेज, नीनया, 6 मेन, के आई ए डी बी इण्डस्ट्रील एरिया, बंगलौर-560058 द्वारा निर्मित यथार्थता वर्ग (यथार्थता वर्ग-I) वाले "जी सी" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सार्टोरिअस" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/55 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक एकात्मक टेकनालाजी सिद्धांत पर आधारित (टेबलटॉप प्रकार का) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 800 कैरट और न्यूनतम क्षमता 0.5 कैरट है। सत्यापन मापमान अंतराल (ई) का मान 0.005 कैरट है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत ध्व्यकलनात्मक धारित आधेयतुलन प्रभाव है। द्रव क्रिस्टल प्रदर्शन (एल सी डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. (0.005 कैरट) या उससे अधिक के "ई" मान के लिए 50,000 और अधिक तक की रेंज में सत्यापन मान अंतराल (एन) सहित 50 कैरट तक की या समतुल्य कैरट की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

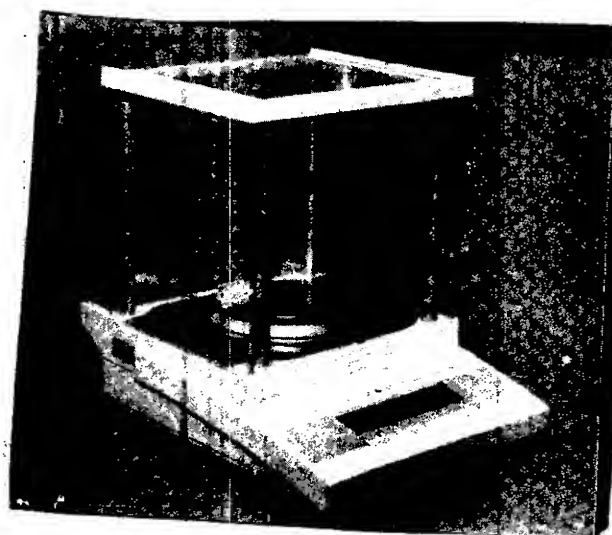
[फा.सं. डब्ल्यू. एम.-21(339)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th August, 2005

S.O. 3224.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "GC" series of special accuracy (Accuracy class-I) and with brand name "SARTORIUS" (herein referred to as the said model), manufactured by M/s. Sartorius Mechatronics India Private Limited, 10, 3rd Phase, peenya, 6th Main, KIADB Industrial Area, Bangalore-560058 and which is assigned the approval mark IND/09/2005/55;



The said model is a monolithic technology principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 800 Carat and minimum capacity of 0.5 Carat. The verification scale interval (e) is 0.005 Carat. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Display (LCD) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative power supply;

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. or equivalent in Carat with verification scale interval (n) 50,000 and above for 'e' value of 1mg. (0.005 Carat) or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

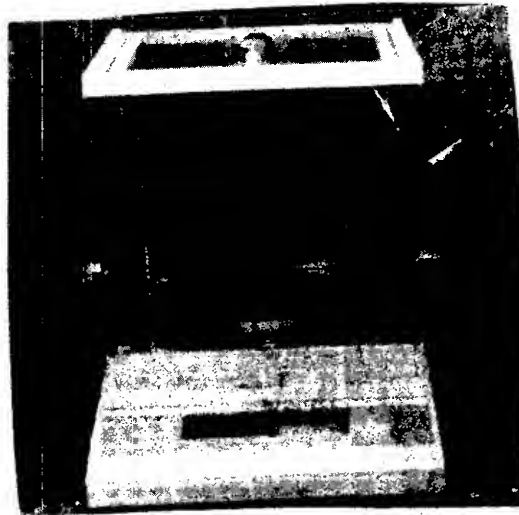
[F. No. WM-21(339)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 अगस्त, 2005

का.आ. 3225.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सार्टोरिअस मेकाट्रनिक्स इण्डिया प्रा. लि., 10, 3 फेज, नीनया, 6 मेन, के आई ए डी बी इण्डस्ट्रियल एरिया, बंगलौर-560 058 द्वारा निर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) वाले "जी सी" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सार्टोरिअस" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/56 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक एकात्मक टेकनालाजी सिद्धान्त पर आधारित (टेबल टॉप प्रकार का) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 105 कैरट और न्यूनतम क्षमता 0.1 कैरट है। सत्यापन मापमान अंतराल (ई) का मान 0.005 कैरट है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। द्रव क्रिस्टल प्रदर्शन (एल सी डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. (0.005 कैरट) या उससे अधिक के "ई" मान के लिए 100 से 50,000 और अधिक तक की रेंज में सत्यापन मान अंतराल (एन) सहित 50 कि. ग्रा. तक की या कैरट में समतुल्य रूप में अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

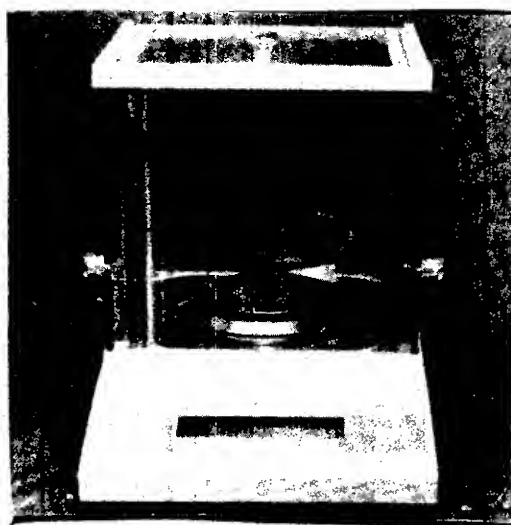
[फा.सं. डब्ल्यू. एम. 21(339)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th August, 2005

S.O. 3225.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "GC" series of high accuracy (Accuracy class-II) and with brand name "SARTORIUS" (herein referred to as the said model), manufactured by M/s. Sartorius Mechatronics India Private Limited, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/2005/56;



The said model is a monolithic technology principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 105 Carat and minimum capacity of 0.1 Carat. The verification scale interval (e) is 0.005 Carat. It has a tare device with a 100 percent subtractive retained tare effect. The Liquid Crystal Display (LCD) display indicates the weighing result. The instrument operates on 230 V, 50 Htz alternative power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg or equivalent in Carat with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg (0.005 Carat) or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the said approved model has been manufactured.

[F. No. WM-21(339)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 25 अगस्त, 2005

का.आ. 3226.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के फलस्वरूप, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स लिब्रार सिस्टम्स, बलीराम पाती कम्पाउंड, इन्द्रप्रस्थ होटल के पास, कल्याणशील रोड, सोनमरवाड़ा, डोमबोविली (ई)-421204 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "सी डब्ल्यू" शृंखला के अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "लिब्रार" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/89/2004/85 सम्पुर्णतया किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) मध्यम यथार्थता (यथार्थता वर्ग-III) का अंकक सूचक तोलन उपकरण है। इसकी अधिकतम क्षमता 20 कि. ग्रा. और न्यूनतम क्षमता 40 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यंकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए मशीन को सीलबंद भी किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम. 21(174)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2005

S.O. 3226.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) hereinafter referred to as the said Act and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of Model of non-automatic weighing instrument (Table top type) with "CW" series belonging to medium accuracy (Accuracy class-III) and with brand name "LIBRAR" (herein referred to as the said model), manufactured by M/s. Librar Systems, Baliram Pati Compound, Near Indraprastha Hotel, Kalyan Shil Road, Sonarpada, Dombivili (E)—421 204 and which is assigned the approval mark IND/09/2005/85;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with digital indication belonging to medium accuracy (accuracy class-III). Its maximum capacity is 20 kg and minimum capacity is 40g. The value of verification scale interval (e) is 2g. The display unit is of Light Emitting Diode (LED) type. The instrument operates on 230 V, 50 Hz alternative power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with number verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(174)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 25 अगस्त, 2005

का.आ. 3227.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स लिब्रार सिस्टम्स, बलीराम पाती कम्पाउंड, इन्द्रप्रस्थ होटल के पास, कल्याणशील रोड, सोनारपाड़ा, डोमबीबिली (ई)-421204 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "सी डब्ल्यू" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफ़ॉर्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "लिब्रार" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/86 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित मध्यम यथार्थता (यथार्थता वर्ग-III) का अंकक सूचक तोलन उपकरण है। इसकी अधिकतम क्षमता 500 कि. ग्रा. और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त को कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से अधिक और 1000 कि. ग्रा. की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम. 21(174)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2005

S.O. 3227.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) hereinafter referred to as the said Act and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Platform type) with digital indication of "CW" series of medium accuracy (Accuracy class-III) and with brand name "LIBRAR" (hereinafter referred to as the said model), manufactured by M/s. Librar Systems, Baliram Pati Compound, Near Indraprastha Hotel, Kalyan Shil Road, Sonarpada, Dombivili (E)—421 204 and which is assigned the approval mark IND/09/2005/86;



The said Model is a strain gauge type load cell principle based non-automatic weighing instrument (Platform type) of medium accuracy (Accuracy class-III) with a maximum capacity is 500 kg and minimum capacity is kg. The verification scale interval (e) is 50g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 1000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(174)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 25 अगस्त, 2005

का.आ. 3228.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह सम्मान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स यूनिक इंडस्ट्रीज, 18 मनौली हाऊस, प्रेम नगर, अम्बाला शहर-134003 हरियाणा द्वारा विनिर्मित साधारण यथार्थता (व्यथार्थता वर्ग-III) वाले सदृश सूचन सहित अस्वाचालित तोलन उपकरण (स्प्रिंग तुला प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "कमल" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/175 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल स्प्रिंग आधारित अस्वाचालित सदृश तोलन उपकरण है। इसकी अधिकतम क्षमता 100 कि. ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 500 ग्रा. है।

स्टाम्पिंग प्लेट को मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 500 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से अधिक 500 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम. 21(200)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2005

S.O. 3228.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) hereinafter referred to as the said Act and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Spring Balance type) with analogue indication of ordinary accuracy (Accuracy class-III) and with brand name "KAMAL" (herein referred to as the said model), manufactured by M/s. Unique Industries, 18, Manauli House, Prem Nagar, Ambala City-134 003, Haryana and which is assigned the approval mark IND/09/2005/175;



The said model (see the figure given below) is a spring based non-automatic analogue weighing instrument with a maximum capacity of 100kg and minimum capacity of 5kg. The verification scale interval (e) is 500g.

Sealing: In addition to sealing the stamping plate, sealing shall also be done to prevent from the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity in the range of 50kg to 300kg and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 500g or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(200)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 7 सितम्बर, 2005

का. आ. 3229.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 60) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 929 तारीख 2 मार्च, 2005, जो भारत के राजपत्र तारीख 12 मार्च, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 26 मई, 2005 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमो से मुक्त, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : हिण्डौन		जिला : करौली	राज्य : राजस्थान
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1.	सनेट	733	0.0144
		734	0.0576
		735	0.1080
		736	0.0144
		904	0.0180
		905	0.0970
		906	0.0468
		903	0.0504
		914	0.0360
		938	0.0250
		940	0.1260
		939	0.0144
		941	0.0010
		948	0.0792
		947	0.0720
		946	0.0036
		953	0.0144
		954	0.0432
		949	0.0232
		955	0.0216
1004	0.0072		
1028	0.0041		
1022	0.0050		
1027	0.0576		
1024	0.0010		
1026	0.0029		

1	2	3	4
1. सनेट (जारी...)		1025	0.1152
		1036	0.0576
		1037	0.1224
		1057	0.1620
		1058	0.0072
		1059	0.3312
		878	0.3421
2. कुतकपुर		133	0.0864
		99	0.1296
		101	0.0108
		100	0.0936
		97	0.1260
		104	0.0324
		96	0.0050
		105	0.1065
		62	0.0875
		57	0.0050
		58	0.0385
		59	0.1368
		61	0.0144
		44	0.0080
		43	0.0668
		42	0.0576
		41	0.0432
		34	0.0123
		24	0.0709
		23	0.0718
		22	0.0842
		487	0.0020
		488	0.0030
		20	0.0864
		490	0.0216
		491	0.0648
		492	0.0216
3. जमालपुर		110	0.1008
		107	0.1584
		106	0.0576
		104	0.1800
		105	0.0108
		19	0.0108
		18	0.1080
		12	0.0010
		17	0.0288
		20	0.0108
		21	0.2016
		22	0.0288
		23	0.0144
		24	0.0648
4. खेड़ा		35	0.1368
		38	0.0260
		42	0.0025
		36	0.0024
		41	0.0820
		40	0.0864
		45	0.0181
		48/1323	0.0936

1	2	3	4
4.	खेड़ा (जारी...)	46	0.0020
		66	0.0015
		65	0.0288
		63	0.1260
		64	0.0010
		62	0.0117
		61	0.0288
		60	0.0432
		57	0.0036
		79	0.0576
		81	0.0020
		83	0.0936
		82	0.0504
		97	0.0288
		98	0.1224
		100	0.1152
		101	0.0200
		102	0.0738
		107	0.1552
		108	0.1552
		462	0.0144
		463	0.0216
5.	पाटौदा	1355	0.0360
		1356	0.0216
		1375	0.1440
		1376	0.0648
		1394	0.0504
		1392	0.0144
		1391	0.0792
		1390	0.0072
		1245	0.1080
		1246	0.0072
		1239	0.0936
		1238	0.1080
		1228	0.0792
		1229	0.0792
		1228/1448	0.0072
		1224/1449	0.0144
		1223	0.0936
		1221	0.1800
		1220	0.0072
		1202	0.0072
		1219	0.0216
		1203	0.0576
		1218	0.0720
		1217	0.0072
		1215	0.0576
		1208	0.0504
		1209	0.0504
		1173	0.0072
		1214	0.0936
		1216	0.0360
		1224	0.0432
6.	काचरोली	1666	0.0576
		1668	0.0864
		1669	0.0576

1	2	3	4
6.	काचरोली (जारी)	1662	0.0072
		792	0.0432
		793	0.0576
		798	0.0936
		799	0.1152
		797	0.0432
		867	0.0144
		1552	0.0864
		1630	0.0504
		1553	0.1296
		1554	0.0576
		1555	0.0216
		1554/3142	0.0432
		1538/3144	0.0648
		1538/3145	0.0720
		1538/3146	0.0720
		1499	0.0020
		1500	0.1296
		1501	0.1080
		1487	0.0864
		1474	0.0144
		1028	0.0360
		1027	0.1224
		1025	0.0792
		1024	0.0040
		1026	0.0040
		1069	0.1728
		1068	0.0936
		1071	0.1224
		1430	0.0072
		1113	0.0576
		1112	0.0504
		1124	0.0432
		1128	0.0720
		1125	0.0020
		1126	0.0072
		1127	0.0576
		1169	0.0648
		1171	0.0432
		1173	0.0072
		1172	0.0720
		1191	0.1440
		1188	0.1224
		1202	0.0576
		1195	0.0216
		1196	0.0432
		1201	0.2016
		1200	0.0144
		1231	0.0072
		1233	0.1512
		1234	0.0020
		1235	0.1512
		1236	0.0020
		1240	0.1296
		1241	0.0060
7.	फुलवाड़ा	5	0.0930

1	2	3	4
7. फुलवाड़ा (जारी...)	6	0.0216	
	4	0.0038	
	7	0.0934	
	8	0.0864	
	9	0.0045	
	2	0.1665	
	1	0.0323	
	331	0.0216	
	387	0.0036	
	385	0.1224	
	384	0.0036	
	383	0.1368	
	396	0.0360	
	397	0.1008	
	395	0.0022	
	398	0.0858	
	408	0.0468	
	409	0.0479	
	410	0.0036	
	456	0.0182	
	463	0.1656	
	464	0.0288	
	448	0.0824	
	449	0.0683	
	455	0.0020	
	450	0.0756	
	451	0.0648	
	620	0.0140	
	566	0.0821	
	567	0.0108	
	568	0.0923	
	569	0.0898	
	594	0.0543	
	592	0.0712	
	593	0.1152	
	577	0.1260	
8. सिकरोदा मीना	1738	0.2124	
	1739	0.0848	
	1740	0.0577	
	1743	0.0792	
	1758	0.0098	
	1862	0.0216	
	1861	0.0756	
	1861/2031	0.0144	
	1860	0.0711	
	1858	0.0432	
	1870	0.0069	
	1869/2030	0.0072	
	1869	0.0077	
	1871	0.0010	
	1872	0.0720	
	1873	0.0847	
	1874	0.0945	
	1914	0.0031	
	1875	0.0169	
	1876	0.0814	

1	2	3	4
8. सिकरोदा मीना (जारी...)	1877	0.0010	
	1813	0.1037	
	1808	0.1174	
	1807	0.0936	
	1801	0.0216	
	1802	0.0500	
	1803	0.0465	
	1804	0.0432	
9. हिण्डौन	3000	1.0152	
	3000	0.0144	
	3007	0.0036	
	3008	0.0648	
	4004	0.1440	
	4005	0.0360	
	4006	0.0072	
	5200	0.0504	
	5154	0.1368	
	5153	0.1656	
	5159	0.0020	
	5161	0.0504	
	5160	0.0648	
	5167	0.1368	
	5166	0.0864	
	5168	0.0720	
	5176	0.0144	
	5129	0.0396	
	5128	0.0720	
	5127	0.0720	
	5124	0.0504	
	5181	0.0792	
	5123	0.0288	
	5183	0.0504	
	5184	0.0504	
	5185	0.0072	
	5186	0.3240	
	5188	0.1171	
	5191	0.1512	
	5190	0.0010	
	5193	0.0020	
	5194	0.0108	
	5195	0.0030	
	5201	0.0432	
	5200	0.1800	
	4800	0.1600	
	4805	0.0360	
	4806	0.0864	
	4807	0.0620	
	4804	0.1512	
	4808	0.0360	
	4807	0.0620	
	4811	0.1080	
	4808	0.0576	
	4812	0.0182	
	4816	0.0144	
	4815	0.0576	
	4814	0.0504	

1	2	3	4
9.	हिण्डोन (जारी...)		
		4917	0.0246
		4913	0.0229
		4981	0.0020
		4980	0.0871
		4955	0.0504
		4951	0.0432
		4952	0.0020
		4956	0.0360
		4954	0.0072
		4958	0.0360
		4959	0.0144
		4960	0.0144
		4946	0.0252
		4961	0.0216
		4962	0.0360
		4963	0.0216
		4964	0.0020
		4965	0.0216
		4944	0.0036
		4577	0.0648
		4680	0.0216
		4638	0.1728
		4637	0.0576
		4639	0.0576
		4641	0.0020
		4647	0.0864
		4547/9927	0.0648
		4648	0.0648
		4633	0.0020
		4652	0.1224
		4651	0.0036
		4631	0.0036
		4655	0.0072
		4653	0.1584
		9127	0.0072
		9128	0.0020
		9126	0.1008
		9125	0.0144
		9124	0.1008
		9104	0.0216
		9123	0.0648
		9106	0.0792
		9117	0.0468
		9118	0.1008
		9116	0.0036
		8731	0.0216
		8734	0.0030
		8735	0.0030
		8736	0.0216
		8737	0.0432
		8738	0.0648
		8741	0.0030
		8739	0.0504
		8740	0.0216
		8770	0.0252
		8771	0.0144

1	2	3	4
9.	हिण्डोन (जारी...)		
		8777	0.0144
		8769	0.1080
		8780	0.1080
		8779	0.0144
		8783	0.1080
		8784	0.0036
		8694	0.0201
		8658	0.0612
		8660	0.1152
		8661	0.0036
		8663	0.0144
		8672	0.0360
		8671	0.0360
		8674	0.0252
		6716	0.0180
		8571	0.0324
		8574	0.0144
		8575	0.0360
		8564	0.0108
		8563	0.1332
		8016	0.0144
		8561	0.0036
		8562	0.1656
		8017	0.0504
		8560	0.0792
		8018	0.0612
		8032	0.0576
		8024	0.0504
		8029	0.0360
		8030	0.0936
		8028	0.0288
		8034	0.0108
		8035	0.0216
		8039	0.0288
		8038	0.0036
		8041	0.1584
		8042	0.0010
		8033	0.0020
		7837/9857	0.0216
		7837	0.0864
		7835	0.1008
		7834	0.0936
		7784	0.0144
		7809	0.0288
		7808	0.0648
		7807	0.0936
		7817	0.0020
		7805	0.1080
		7803	0.0288
		7804	0.0792
		7800	0.0576
		7886	0.0288
		7481	0.0020
		7480	0.0648
		7482	0.0020
		7479	0.0612

1	2	3	4
9.	हिण्डौन (जारी...)	7478	0.0936
		7484	0.1224
		7485	0.0216
		7486	0.0190
		7490	0.0900
		7491	0.0180
		7489	0.1173
		7458	0.0648
		7530	0.0180
		7418	0.0576
		7419	0.1296
		7420	0.0360
		7421	0.0432
		7422	0.0020
		7423	0.1836
		7426	0.0070
		7424	0.0792
		7408	0.1237
		7409	0.0764
		7402	0.1223
		7401	0.0792
		7388	0.1143
		7389	0.1166
		7390	0.1390
		7391	0.0072
		7250	0.0306
		7247	0.0020
		7253	0.1440
		7251	0.0072
		7248	0.2412
		7245	0.0220
10.	मुकंदपुरा	627	0.1944
		700	0.0072
		628	0.0936
		629	0.0648
		623	0.0144
		631	0.0020
		622	0.1368
		621	0.1152
		619	0.0432
		610	0.0020
		612	0.0216
		611	0.0144
		613	0.0432
		618	0.0144
		615	0.0072
		580	0.0010
		614	0.0210
		568	0.1152
		570	0.0216
		569	0.0432
		563	0.1787
		565	0.0072
		502	0.1296
		501	0.0774
		500	0.0743

1	2	3	4
10.	मुकंदपुरा (जारी...)	468	0.0020
		469	0.1512
		402	0.0216
		388	0.1296
		392	0.0432
		390	0.0288
		391	0.0504
		378	0.0103
		333	0.0216
		332	0.0720
		334	0.0036
		331	0.0996
		335/1238	0.1457
		329	0.0020
		304	0.1116
		303	0.0072
		305	0.1152
		302	0.0144
		306	0.1296
		255	0.0072
		254	0.0936
		250	0.0852
		249	0.0596
		251	0.0020
		248	0.0833
		215	0.0576
		216	0.0553
		245	0.0720
		214	0.0144
		213	0.0360
		211	0.0072
		212	0.0564
		203	0.0544
		204	0.0072
		202	0.0360
		205	0.0072
		201	0.0360
		199	0.0468
		200	0.0150
		194	0.0288
		193	0.0108
		196	0.0360
		192	0.0030
		188	0.0468
		191	0.0020
		189	0.0360
		190	0.0020
		183	0.0020
		184	0.0288
		181	0.1188
		181/1244	0.0216
		180	0.1512
11.	बहादुरपुर	514	0.1368
		513	0.1368
		509	0.0030
		376	0.0020

1	2	3	4	1	2	3	4
11.	बहादुरपुर (जारी...)	377	0.0288	12.	जटनगला (जारी...)	228	0.1152
		551	0.0072			230	0.0144
		378	0.0216			249	0.0864
		379	0.0432			248	0.0576
		419	0.2304			247	0.0936
		420	0.0936			246	0.0050
		501/713	0.0432			257	0.0576
		421	0.0504			258	0.0648
		500	0.0504			280	0.1224
		498	0.1512			295	0.1152
		422	0.0020			296	0.1080
		495	0.0648			316	0.0144
		496	0.0216			345	0.0288
		494	0.0468			343	0.0072
		493	0.0468			344	0.0020
		480	0.0720			339	0.0020
		478	0.0576			342	0.0360
		475	0.2232			341	0.0216
		477	0.0432			340	0.0576
		466	0.0864			338	0.0020
		467	0.0144			337	0.1656
		469	0.0576	13.	मिल्कीपुरा	3467	0.0720
		468	0.1008			3468	0.0072
		1128	0.1008			3466	0.0720
12.	जटनगला	1128/1467	0.1152			3465	0.0216
		1125	0.1224			3469	0.1296
		1134	0.0936			3463	0.1584
		1135	0.0180			3464	0.0020
		1149	0.0864			3494	0.0020
		1150	0.0144			3495	0.0432
		1110	0.1800			3462	0.0648
		1148	0.0144			3496	0.0648
		1152	0.0072			3500	0.0133
		1162	0.0648			3511	0.0648
		1161	0.0072			3512	0.0432
		1164	0.0144			3514	0.0576
		1168	0.1224			3515	0.0360
		1166	0.0792			3516	0.0576
		1167	0.0288			3517	0.0540
		1182	0.0720	14.	दिंदोरा	3576	0.0360
		1191	0.1728			3572	0.0432
		1192	0.0576			3575	0.0432
		1190	0.1584			3578	0.0072
		1036	0.0072			3583	0.1584
		663	0.0792			3580	0.0108
		664	0.0864			3582	0.0108
		665	0.0720			3581	0.0612
		672	0.0576			3609	0.1152
		690	0.0144			3665	0.0010
		674	0.0648			3673	0.0020
		673	0.0900			3674	0.0720
		638	0.0144			3610	0.1080
		623	0.0576			3666	0.0072
		622	0.1080			3611	0.1080
		628	0.1152			3665	0.0122
		626	0.0072			3664	0.0576
		624	0.0576			3612	0.0072
		625	0.0864			3663	0.1152
		593	0.0360			3662	0.0010

1	2	3	4	1	2	3	4
14.	ढिंढोरा (जारी...)	3645	0.0144	15.	खिजूरी (जारी...)	11	0.0864
		3646	0.1065			22	0.1008
		3647	0.0288			19	0.0864
		3661	0.0215			20	0.1800
		3649	0.0468			263	0.0792
		3659	0.0504	16.	घंघावली	1303	0.0576
		3651	0.0030			1305	0.0020
		3658	0.0216			1299	0.2952
		3657	0.0696			1304	0.0288
		3653	0.0020			1331	0.0144
		3656	0.0360			1298	0.1008
		3654	0.1584			1297	0.1944
		3655	0.0144			1293	0.1080
		2935	0.0743			1165	0.0864
		2936	0.0108			1296	0.0360
		2934	0.1440			1176	0.1296
		2937	0.0010			1175	0.0020
		2933	0.1368			1177	0.0360
		2929	0.0030			1184	0.0864
		2932	0.0432			1183	0.1152
		2930	0.0360			1257	0.1512
		2942	0.1008			1251	0.1152
		2941	0.0072			1253	0.0936
		2931	0.0144			1252	0.0216
		2947	0.0288			1371	0.0216
		2945	0.1116			1445	0.1656
		2946	0.0276			1446/1611	0.0010
		2766	0.5112			1446	0.1800
		2767	0.1008			1423	0.1368
		2768	0.0216			1424	0.0216
		2761	0.0216			1417	0.2088
		2758	0.0720			1418	0.0648
		2757	0.1116			1416	0.0023
		2770	0.0648			1413	0.0792
		2733	0.1008			1412	0.0144
		2732	0.0936			1410	0.0576
		2731	0.0360			1409	0.0864
		2721	0.0072			1408	0.1080
		2723	0.1080			1378	0.0792
		2724	0.1728			945	0.1224
		2722	0.0576			944	0.0022
		2727/4295	0.0020			943	0.0072
		2621	0.0216			942	0.1584
		2623	0.2376			941	0.0864
		2625	0.0025			940	0.1080
		2620	0.1872			939	0.0108
15.	खिजूरी	61	0.0576			955	0.0108
		60	0.1080			956	0.1224
		59	0.0072			935	0.0648
		58	0.0036			936	0.0648
		41	0.0504			930	0.1152
		42	0.0720			932	0.0020
		34	0.0576			931	0.0936
		33	0.0720			930/1568	0.0504
		36	0.0036			918	0.1656
		31	0.1296			877	0.0936
		9	0.1008			876	0.0288
		10	0.1008	17.	सूरोठ	2744	0.1284
		25	0.0072				

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17.	सूरोठ (जारी.)	2743	0.2556
		2742	0.0108
		2740	0.0648
		2741	0.1872
		2738	0.0545
		2749	0.0720
		2749/3072	0.0020
		2791	0.1246
		2793/3022	0.0010
		2803	0.1008
		2804	0.0684
		2805	0.0432
		2805/3074	0.1656
		2802	0.0135
		2811	0.0257
		2824	0.0612
		2889	0.0936
		2888	0.0864
		2835	0.0072
		2836	0.1872
		2837	0.0216
		2838	0.0036
		2839	0.2736
		2841	0.0576
		2434	0.0144
		2471	0.0108
		2470	0.2196
		2459	0.0720
		2446	0.0010
		2444	0.1224
		2443/3086	0.0180
		2443	0.0864
		2442/3085	0.0144
		2442	0.1603
		2415	0.0432
		2416	0.0648
		2417	0.0648
		2399	0.1127
		2400	0.0726
		2386	0.0576
		2388	0.0010
		2378	0.0648
		2387	0.0010
		2380	0.0108
		2377	0.0684
		2376	0.0972
		2375	0.0720
		2374	0.0020
		2376/2931	0.0108
		2375/2928	0.1656
		2371	0.2033
18.	भुकरावली	136	0.0035
		135	0.0432
		142	0.0864
		144	0.1224
		131	0.0972
		132	0.0020

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18.	भुकरावली (जारी...)	129	0.0576
		128	0.0576
		122	0.0216
		123	0.0288
		124	0.0020
		116	0.1296
		114	0.0090
		113	0.0144
		108	0.0072
		110	0.1584
		109	0.0020
		97	0.0036
		96	0.1584
		239	0.0072
		95	0.0216
		339	0.1080
		92	0.1440
		93	0.0072
		340	0.1368
		341	0.0031
		406	0.0252
		428	0.0252
		425	0.0864
		426	0.1188
		427	0.0010
		419	0.0756
		416	0.1224
		415	0.0010
		467	0.0252
		468	0.0504
		466	0.0864
		465	0.0020
		470	0.0864
		480	0.0144
		550	0.0072
		548	0.0020
		549	0.0936
		547	0.1008
		486	0.0792
		488	0.0033
		489	0.0360
		544	0.0360
		490	0.0648
		491	0.0072
		534	0.1080
		533	0.0288
		532	0.1152
		531	0.0216
		528	0.1152
		527	0.0720
		526	0.0720
		587	0.0144
		640	0.0432
		641	0.0792
		639	0.0020

(एफ.एन. आर-31015/94/2004-ओ आर -II)

हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 7th September, 2005

S. O. 3229.— Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 929, dated the 2nd March, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 12th March, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Mangliya Pipeline Extension Project from Mangliya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 26th May, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Hindaun District : Karauli State : Rajasthan

S.No. Name of Village Survey No. Area in Hectare

1	2	3	4
1. Sanet	733	0.0144	
	734	0.0576	
	735	0.1080	
	736	0.0144	
	904	0.0180	
	905	0.0970	
	906	0.0468	
	903	0.0504	
	914	0.0360	
	938	0.0250	
	940	0.1260	
	939	0.0144	
	941	0.0010	
	948	0.0792	
	947	0.0720	
	946	0.0036	
	953	0.0144	
	954	0.0432	
	949	0.0232	
	955	0.0216	
	1004	0.0072	
	1028	0.0041	
	1022	0.0050	
	1027	0.0576	
	1024	0.0010	
	1026	0.0029	

1	2	3	4
1. Sanet (Contd.)	1025	0.1152	
	1036	0.0576	
	1037	0.1224	
	1057	0.1620	
	1058	0.0072	
	1059	0.3312	
	878	0.3421	
2. Kutakpur	133	0.0864	
	99	0.12	
	101	0.0108	
	100	0.0936	
	97	0.1260	
	104	0.0324	
	96	0.0050	
	105	0.1065	
	62	0.0875	
	57	0.0050	
	58	0.0365	
	59	0.1368	
	61	0.0144	
	44	0.0080	
	43	0.0668	
	42	0.0576	
	41	0.0432	
	34	0.0123	
	24	0.0709	
	23	0.0718	
	22	0.0842	
	487	0.0020	
	488	0.0030	
	20	0.0864	
	490	0.0216	
	491	0.0648	
	492	0.0216	
3. Jamalpur	110	0.1008	
	107	0.1584	
	106	0.0576	
	104	0.1800	
	105	0.0108	
	19	0.0108	
	18	0.1080	
	12	0.0010	
	17	0.0288	
	20	0.0108	
	21	0.2016	
	22	0.0288	
	23	0.0144	
	24	0.0648	
4. Kheda	35	0.1368	
	38	0.0260	
	42	0.0025	
	36	0.0024	
	41	0.0820	
	40	0.0864	
	45	0.0181	
	46/1323	0.0936	

1	2	3	4	1	2	3	4
4.	Kheda (Contd.)	48	0.0020	6.	Kachroli (Contd.)	1662	0.0072
		66	0.0015			792	0.0432
		65	0.0288			793	0.0576
		63	0.1260			798	0.0936
		64	0.0010			799	0.1152
		62	0.0117			797	0.0432
		61	0.0288			867	0.0144
		60	0.0432			1552	0.0864
		57	0.0036			1630	0.0504
		79	0.0576			1553	0.1296
		81	0.0020			1554	0.0576
		83	0.0936			1555	0.0216
		82	0.0504			1554/3142	0.0432
		97	0.0288			1538/3144	0.0648
		96	0.1224			1538/3145	0.0720
		100	0.1152			1538/3146	0.0720
		101	0.0200			1499	0.0020
		102	0.0738			1500	0.1296
		107	0.1552			1501	0.1080
		108	0.1552			1487	0.0864
		462	0.0144			1474	0.0144
		463	0.0216			1028	0.0360
5.	Patonda	1355	0.0360			1027	0.1224
		1356	0.0216			1025	0.0792
		1375	0.1440			1024	0.0040
		1376	0.0648			1026	0.0040
		1394	0.0504			1069	0.1728
		1392	0.0144			1068	0.0936
		1391	0.0792			1071	0.1224
		1390	0.0072			1430	0.0072
		1245	0.1080			1113	0.0576
		1246	0.0072			1112	0.0504
		1239	0.0936			1124	0.0432
		1238	0.1080			1128	0.0720
		1228	0.0792			1125	0.0020
		1229	0.0792			1126	0.0072
		1228/1448	0.0072			1127	0.0576
		1224/1449	0.0144			1169	0.0648
		1223	0.0936			1171	0.0432
		1221	0.1800			1173	0.0072
		1220	0.0072			1172	0.0720
		1202	0.0072			1191	0.1440
		1219	0.0216			1188	0.1224
		1203	0.0576			1202	0.0576
		1218	0.0720			1195	0.0216
		1217	0.0072			1196	0.0432
		1215	0.0576			1201	0.2016
		1208	0.0504			1200	0.0144
		1209	0.0504			1231	0.0072
		1173	0.0072			1233	0.1512
		1214	0.0936			1234	0.0020
		1216	0.0360			1235	0.1512
		1224	0.0432			1236	0.0020
6.	Kachoroli	1666	0.0576			1240	0.1296
		1668	0.0864			1241	0.0060
		1669	0.0576	7.	Fulwada	5	0.0930

1	2	3	4
7.	Fulwada (Contd.)	6	0.0216
		4	0.0038
		7	0.0934
		8	0.0864
		9	0.0045
		2	0.1665
		1	0.0323
		331	0.0216
		387	0.0036
		385	0.1224
		384	0.0036
		383	0.1368
		396	0.0360
		397	0.1008
		395	0.0022
		398	0.0858
		408	0.0468
		409	0.0479
		410	0.0036
		456	0.0182
		463	0.1656
		464	0.0288
		448	0.0824
		449	0.0683
		455	0.0020
		450	0.0756
		451	0.0648
		620	0.0140
		566	0.0821
		567	0.0108
		568	0.0923
		569	0.0898
		594	0.0543
		592	0.0712
		593	0.1152
		577	0.1260
8.	Sikroda Meena	1738	0.2124
		1739	0.0848
		1740	0.0577
		1743	0.0792
		1758	0.0098
		1862	0.0216
		1861	0.0756
		1861/2031	0.0144
		1860	0.0711
		1858	0.0432
		1870	0.0069
		1869/2030	0.0072
		1869	0.0077
		1871	0.0010
		1872	0.0720
		1873	0.0847
		1874	0.0945
		1914	0.0031
		1875	0.0169
		1876	0.0814

1	2	3	4
8.	Sikroda Meena (Contd.)	1877	0.0010
		1913	0.1037
		1908	0.1174
		1907	0.0936
		1901	0.0218
		1902	0.0500
		1903	0.0465
		1904	0.0432
9.	Hindaun	3990	1.0152
		3989	0.0144
		3987	0.0036
		3998	0.0648
		4004	0.1440
		4005	0.0360
		4006	0.0072
		5268	0.0504
		5154	0.1366
		5153	0.1656
		5159	0.0020
		5161	0.0504
		5160	0.0648
		5167	0.1368
		5166	0.0864
		5168	0.0720
		5176	0.0144
		5129	0.0396
		5128	0.0720
		5127	0.0720
		5124	0.0504
		5181	0.0792
		5123	0.0288
		5183	0.0504
		5164	0.0504
		5185	0.0072
		5186	0.3240
		5188	0.1171
		5191	0.1512
		5190	0.0010
		5193	0.0020
		5194	0.0108
		5195	0.0030
		5201	0.0432
		5200	0.1800
		4899	0.1808
		4898	0.0360
		4896	0.0864
		4897	0.0020
		4904	0.1512
		4908	0.0360
		4907	0.0020
		4911	0.1080
		4906	0.0576
		4912	0.0182
		4916	0.0144
		4915	0.0576
		4914	0.0504

1	2	3	4
9.	Hindaun (Contd.)	4917	0.0246
		4913	0.0229
		4981	0.0020
		4980	0.0871
		4955	0.0504
		4951	0.0432
		4952	0.0020
		4956	0.0360
		4954	0.0072
		4958	0.0360
		4959	0.0144
		4960	0.0144
		4946	0.0252
		4961	0.0216
		4962	0.0360
		4963	0.0216
		4964	0.0020
		4965	0.0216
		4944	0.0036
		4577	0.0648
		4680	0.0216
		4638	0.1728
		4637	0.0576
		4639	0.0576
		4641	0.0020
		4647	0.0864
		4547/9927	0.0648
		4648	0.0648
		4633	0.0020
		4652	0.1224
		4651	0.0036
		4631	0.0036
		4655	0.0072
		4653	0.1584
		9127	0.0072
		9128	0.0020
		9126	0.1008
		9125	0.0144
		9124	0.1008
		9104	0.0216
		9123	0.0648
		9106	0.0792
		9117	0.0468
		9118	0.1008
		9116	0.0036
		8731	0.0216
		8734	0.0030
		8735	0.0030
		8736	0.0216
		8737	0.0432
		8738	0.0648
		8741	0.0030
		8739	0.0504
		8740	0.0216
		8770	0.0252
		8771	0.0144

1	2	3	4
9.	Hindaun (Contd.)	8777	0.0144
		8769	0.1080
		8780	0.1080
		8779	0.0144
		8783	0.1080
		8784	0.0036
		8694	0.0201
		8658	0.0612
		8660	0.1152
		8661	0.0036
		8663	0.0144
		8672	0.0360
		8671	0.0360
		8674	0.0252
		6716	0.0180
		8571	0.0324
		8574	0.0144
		8575	0.0360
		8564	0.0108
		8563	0.1332
		8016	0.0144
		8561	0.0036
		8562	0.1656
		8017	0.0504
		8560	0.0792
		8018	0.0612
		8032	0.0576
		8024	0.0504
		8029	0.0360
		8030	0.0936
		8028	0.0288
		8034	0.0108
		8035	0.0216
		8039	0.0288
		8038	0.0036
		8041	0.1584
		8042	0.0010
		8033	0.0020
		7837/9857	0.0216
		7837	0.0864
		7835	0.1008
		7834	0.0936
		7784	0.0144
		7809	0.0288
		7808	0.0648
		7807	0.0936
		7817	0.0020
		7805	0.1080
		7803	0.0288
		7804	0.0792
		7800	0.0576
		7886	0.0288
		7481	0.0020
		7480	0.0648
		7482	0.0020
		7479	0.0612

1	2	3	4
9.	Hindaun (Contd.)	7478	0.0936
		7484	0.1224
		7485	0.0216
		7486	0.0190
		7490	0.0900
		7491	0.0180
		7489	0.1173
		7458	0.0648
		7530	0.0180
		7418	0.0576
		7419	0.1296
		7420	0.0360
		7421	0.0432
		7422	0.0020
		7423	0.1836
		7426	0.0070
		7424	0.0792
		7408	0.1237
		7409	0.0764
		7402	0.1223
		7401	0.0792
		7388	0.1143
		7389	0.1166
		7390	0.1390
		7391	0.0072
		7250	0.0306
		7247	0.0020
		7253	0.1440
		7251	0.0072
		7248	0.2412
		7245	0.0220
10.	Mukandpura	627	0.1944
		700	0.0072
		628	0.0936
		629	0.0648
		623	0.0144
		631	0.0020
		622	0.1368
		621	0.1152
		619	0.0432
		610	0.0020
		612	0.0216
		611	0.0144
		613	0.0432
		618	0.0144
		615	0.0072
		580	0.0010
		614	0.0210
		568	0.1152
		570	0.0216
		569	0.0432
		563	0.1787
		565	0.0072
		502	0.1296
		501	0.0774
		500	0.0743

1	2	3	4
10.	Mukandpura (Contd.)	468	0.0020
		469	0.1512
		402	0.0216
		388	0.1296
		392	0.0432
		390	0.0288
		391	0.0504
		378	0.0103
		333	0.0216
		332	0.0720
		334	0.0036
		331	0.0996
		335/1238	0.1457
		329	0.0020
		304	0.1116
		303	0.0072
		305	0.1152
		302	0.0144
		306	0.1296
		255	0.0072
		254	0.0936
		250	0.0852
		249	0.0596
		251	0.0020
		248	0.0833
		215	0.0576
		216	0.0553
		245	0.0720
		214	0.0144
		213	0.0360
		211	0.0072
		212	0.0564
		203	0.0544
		204	0.0072
		202	0.0360
		205	0.0072
		201	0.0360
		199	0.0468
		200	0.0150
		194	0.0288
		193	0.0108
		196	0.0360
		192	0.0030
		188	0.0468
		191	0.0020
		189	0.0360
		190	0.0020
		183	0.0020
		184	0.0288
		181	0.1188
		181/1244	0.0216
		180	0.1512
11.	Bahadurpur	514	0.1368
		513	0.1368
		509	0.0030
		376	0.0020

1	2	3	4	1	2	3	4
11. Bahadurpur	(Contd.)	377	0.0288	12. Jatnagla	(Contd.)	228	0.1152
		551	0.0072			230	0.0144
		378	0.0216			249	0.0864
		379	0.0432			248	0.0576
		419	0.2304			247	0.0936
		420	0.0936			246	0.0050
		501/713	0.0432			257	0.0576
		421	0.0504			258	0.0648
		500	0.0504			260	0.1224
		498	0.1512			295	0.1152
		422	0.0020			296	0.1080
		495	0.0648			316	0.0144
		496	0.0216			345	0.0288
		494	0.0468			343	0.0072
		493	0.0468			344	0.0020
		480	0.0720			339	0.0020
		478	0.0576			342	0.0360
		475	0.2232			341	0.0216
		477	0.0432			340	0.0576
		466	0.0864			338	0.0020
		467	0.0144			337	0.1656
		469	0.0576	13. Milkipura		3467	0.0720
		468	0.1008			3468	0.0072
12. Jatnagla		1128	0.1008			3466	0.0720
		1128/1467	0.1152			3465	0.0216
		1125	0.1224			3469	0.1296
		1134	0.0936			3463	0.1584
		1135	0.0180			3464	0.0020
		1149	0.0864			3494	0.0020
		1150	0.0144			3495	0.0432
		1110	0.1800			3462	0.0648
		1148	0.0144			3496	0.0648
		1152	0.0072			3500	0.0133
		1162	0.0648			3511	0.0648
		1161	0.0072			3512	0.0432
		1164	0.0144			3514	0.0576
		1168	0.1224			3515	0.0360
		1166	0.0792			3516	0.0576
		1167	0.0288			3517	0.0540
		1182	0.0720	14. Dhindhora		3576	0.0360
		1191	0.1728			3572	0.0432
		1192	0.0576			3575	0.0432
		1190	0.1584			3578	0.0072
		1036	0.0072			3583	0.1584
		663	0.0792			3580	0.0108
		664	0.0864			3582	0.0108
		665	0.0720			3581	0.0612
		672	0.0576			3609	0.1152
		690	0.0144			3665	0.0010
		674	0.0648			3673	0.0020
		673	0.0900			3674	0.0720
		638	0.0144			3610	0.1080
		623	0.0576			3666	0.0072
		622	0.1080			3611	0.1080
		628	0.1152			3665	0.0122
		626	0.0072			3664	0.0576
		624	0.0576			3612	0.0072
		625	0.0864			3663	0.1152
		593	0.0360			3662	0.0010

1	2	3	4
14. Dhindhora (Contd.)		3645	0.0144
		3646	0.1065
		3647	0.0288
		3661	0.0215
		3649	0.0468
		3659	0.0504
		3651	0.0030
		3658	0.0216
		3657	0.0696
		3653	0.0020
		3656	0.0360
		3654	0.1584
		3655	0.0144
		2935	0.0743
		2936	0.0108
		2934	0.1440
		2937	0.0010
		2933	0.1368
		2929	0.0030
		2932	0.0432
		2930	0.0360
		2942	0.1008
		2941	0.0072
		2931	0.0144
		2947	0.0288
		2945	0.1116
		2946	0.0276
		2766	0.5112
		2767	0.1008
		2768	0.0216
		2761	0.0216
		2758	0.0720
		2757	0.1116
		2770	0.0648
		2733	0.1008
		2732	0.0936
		2731	0.0360
		2721	0.0072
		2723	0.1080
		2724	0.1728
		2722	0.0576
		2727/4295	0.0020
		2621	0.0216
		2623	0.2376
		2625	0.0025
		2620	0.1872
15. Khijuri		61	0.0576
		60	0.1080
		59	0.0072
		58	0.0036
		41	0.0504
		42	0.0720
		34	0.0576
		33	0.0720
		36	0.0036
		31	0.1296
		9	0.1008
		10	0.1008
		25	0.0072

1	2	3	4
15. Khijuri (Contd.)		11	0.0864
		22	0.1008
		19	0.0864
		20	0.1800
		263	0.0792
16. Dhandhawali		1303	0.0576
		1305	0.0020
		1299	0.2952
		1304	0.0288
		1331	0.0144
		1298	0.1008
		1297	0.1944
		1293	0.1080
		1165	0.0864
		1296	0.0360
		1176	0.1296
		1175	0.0020
		1177	0.0360
		1164	0.0864
		1183	0.1152
		1257	0.1512
		1251	0.1152
		1253	0.0936
		1252	0.0216
		1371	0.0216
		1445	0.1656
		1446/1611	0.0010
		1446	0.1800
		1423	0.1368
		1424	0.0216
		1417	0.2088
		1418	0.0648
		1416	0.0023
		1413	0.0792
		1412	0.0144
		1410	0.0576
		1409	0.0864
		1408	0.1080
		1378	0.0792
		945	0.1224
		944	0.0022
		943	0.0072
		942	0.1584
		941	0.0864
		940	0.1080
		939	0.0108
		955	0.0108
		956	0.1224
		935	0.0648
		936	0.0648
		930	0.1152
		932	0.0020
		931	0.0936
		930/1568	0.0504
		918	0.1656
		877	0.0936
		876	0.0288
17. Suroth		2744	0.1284

1	2	3	4
17.	Suroth (Contd.)	2743	0.2556
		2742	0.0108
		2740	0.0648
		2741	0.1872
		2736	0.0545
		2749	0.0720
		2749/3072	0.0020
		2791	0.1246
		2793/3022	0.0010
		2803	0.1008
		2804	0.0684
		2805	0.0432
		2805/3074	0.1656
		2802	0.0135
		2811	0.0257
		2824	0.0612
		2889	0.0936
		2888	0.0864
		2835	0.0072
		2836	0.1872
		2837	0.0216
		2838	0.0036
		2839	0.2736
		2841	0.0576
		2434	0.0144
		2471	0.0108
		2470	0.2196
		2459	0.0720
		2446	0.0010
		2444	0.1224
		2443/3086	0.0180
		2443	0.0864
		2442/3085	0.0144
		2442	0.1603
		2415	0.0432
		2416	0.0648
		2417	0.0648
		2399	0.1127
		2400	0.0726
		2386	0.0576
		2388	0.0010
		2378	0.0648
		2387	0.0010
		2380	0.0108
		2377	0.0684
		2376	0.0972
		2375	0.0720
		2374	0.0020
		2376/2931	0.0108
		2375/2926	0.1656
		2371	0.2033
18.	Bhukravali	136	0.0035
		135	0.0432
		142	0.0864
		144	0.1224
		131	0.0972
		132	0.0020

1	2	3	4
18.	Bhukravali (Contd.)	129	0.0576
		128	0.0576
		122	0.0216
		123	0.0288
		124	0.0020
		116	0.1296
		114	0.0090
		113	0.0144
		108	0.0072
		110	0.1584
		109	0.0020
		97	0.0036
		96	0.1584
		239	0.0072
		95	0.0216
		339	0.1080
		92	0.1440
		93	0.0072
		340	0.1368
		341	0.0031
		406	0.0252
		428	0.0252
		425	0.0864
		426	0.1188
		427	0.0010
		419	0.0756
		416	0.1224
		415	0.0010
		467	0.0252
		468	0.0504
		466	0.0864
		465	0.0020
		470	0.0864
		480	0.0144
		550	0.0072
		548	0.0020
		549	0.0936
		547	0.1008
		486	0.0792
		488	0.0033
		489	0.0360
		544	0.0360
		490	0.0648
		491	0.0072
		534	0.1080
		533	0.0288
		532	0.1152
		531	0.0216
		528	0.1152
		527	0.0720
		526	0.0720
		587	0.0144
		640	0.0432
		641	0.0792
		639	0.0020

नई दिल्ली, 7 सितम्बर, 2005

का. आ. 3230.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवास तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि वेसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दीपक नंदी, सक्षम प्राधिकारी, मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कारपोरेशन लिमिटेड, 1-सी, बाल मंदिर कॉलोनी, होटल पिंक पैलेस के पास, सवाई माधोपुर -322001 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : हिण्डौन		जिला : करौली	राज्य : राजस्थान
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	सनेट	1227/900	0.3154
		1235/1060	0.0072
		1231/1056	0.1944
2.	कुतकपुर	1027/21	0.1089
		1032/38	0.0108
		1028/37	0.0540
3.	हिण्डौन	7417	0.0144
4.	ढिंडोरा	3950	0.0239
5.	भुकरावली	117	0.0144
		113	0.0126

(एफ.एन. आर-31015/94/2004-ओ आर -II)

हरीश कुमार, अवर सचिव

New Delhi, the 7th September, 2005

S. O. 3230.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Deepak Nandi, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, 1-C, Bal Mandir Colony, Near Hotel Pink Palace, Sawai Madhopur-322001 (Rajasthan).

SCHEDULE

Tehsil : Hindaun		District : Karauli	State : Rajasthan
S.No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Sanet	1227/900	0.3154
		1235/1060	0.0072
		1231/1056	0.1944
2.	Kutakpur	1027/21	0.1089
		1032/38	0.0108
		1028/37	0.0540
3.	Hindaun	7417	0.0144
4.	Dhindhora	3950	0.0239
5.	Bhukravali	117	0.0144
		113	0.0126

[F.No.R-31015/94/2004-OR-II]
Harish Kumar, Under Secretary

नई दिल्ली, 9 सितम्बर, 2005

क. आ. 3231.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि उड़ीसा राज्य में पारादीप से पश्चिमी बंगाल राज्य में हल्दिया तक कच्चे तेल के परिवहन के लिये इंडियन आयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि जिसके भीतर पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के अन्दर पाइपलाइन बिछाने के संबंध में श्री अशोक कुमार दास, सक्षम प्राधिकारी पारादीप-हल्दिया पाइपलाइन परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मार्केटिंग हाउसिंग कम्प्लेक्स, मेघदम्बारा, डाकघर - कुरुडा, बालासोर - 756056, (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

जिला : जगतसिंगपुर

राज्य : उड़ीसा

तहसील का नाम	गाँव का नाम	खसरा संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
कुर्जंग	अभयचंदपुर	1447	00	41	53
		1533	00	04	67
		794	00	02	28

[फा. सं. आर-25011/8/2005-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 9th September, 2005

S. O. 3231.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Paradip in the State of Orissa to Haldia in the State of West Bengal, a pipeline should be laid by Indian Oil Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act- 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri. Ashok Kumar Dash, Competent Authority, Indian Oil Corporation Limited, Paradip - Haldia Pipeline Project, Marketing Housing Complex, Meghadambaru, Post office - Kuruda, Balasore (Orissa).

Schedule

District : Jagatsinghpur

State : Orissa

Name of Tehsil	Name of Village	Khasara No.	Area		
			Hectare	Are	Sq. Mtrs.
1	2	3	4	5	6
Kujange	Abhayachandapur	1447	00	41	53
		1533	00	04	67
		794	00	02	28

[F. No. R-25011/8/2005-O.R.-I]
S. K. CHITKARA, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 16 अगस्त, 2005

का. भा. 3232—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 275/2001 और 276/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2005 को प्राप्त हुआ था।

[सं. एल-12025/3/2005-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 16th August. 2005

S.O. 3232.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 275/2001 & 276/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Bank of Baroda and their workman, which was received by the Central Government on 12-8-2005.

[No. L-12025/3/2005-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

Present : Shri T. Ramachandra Reddy
Presiding Officer

Dated the 25th July, 2005

**Industrial Dispute L.C.I.D. No. 275 of 2001 &
276 of 2001**

Between :

(1) B. Manohar S/o B. Munaswamy
Pudipatla Village & Post
Tirupathi Rural-517 505,
Chittoor District, A.P.

... Petitioner in L.C. No. 275/2001

(2) L. Chinna Venkateswarlu (d.)
L. Venkateswarlu, S/o L. Venkata Subbaiah
Hindu. R/o D.No. 238, Balaji Nagar,
3rd Lane, Tirumala, Chittoor District.

... Petitioner in L.C. No. 276/2001

And

(1) The General Manager,
Bank of Baroda,
Zonal Office, (South) 90,
C.P. Ramaswamy Road,
Alwarpet, Chennai-600 018

(2) The Branch Manager,
Bank of Baroda,
Shopping Complex,
Tirumala, Chittoor Distt.

... Respondents in L.C. 275 & L.C. 276 of 2001

Appearances :

For the Petitioner : V. Venkatasiviah, Advocate

For the Respondent : T. Viswanadha Sastry, Advocate

COMMON AWARD

This is a case taken under Sec. 2A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner workman filed this claim petition under Section 2A(2) of Industrial Disputes Act, 1947 against the opposite party No. 1 the respondent Bank of Baroda represented by its General Manager, Chennai and No. 2 the Branch Manager, Bank of Baroda at Tirumala. The second respondent bank apart from doing banking transactions undertaken the job of selling Lord Venkateswara Prasadam i.e. Laddu and Kainkary Seva tickets by issuing tickets to the pilgrims visiting Tirumala. The petitioner workmen was originally appointed by the Branch Manager of the second respondent at the Laddu Counter specially arranged for the purpose of sale of Laddu tickets and Archana Seva tickets on 27-5-1995 on a daily wage of Rs. 50. The petitioner also enrolled his name in the employment exchange and he is worker within the meaning of Sec. 2(s) of ID Act of 1947.

3. The petitioner was asked to lift the Laddu trays from the main kitchen situated in the temple and bring to the Laddu counter and also to sell the same by issuing tokens at the Laddu counter. Apart from the said duty, he was also entrusted the duty to sell Archana Seva tickets of the Tirumala Tirupathi Devasthanam by the respondent bank.

4. The said business was in an existence for the last several years and it is perennial in nature and the amount collected from the sale of Laddu and Archana Seva Tickets is deposited in the bank in the account of Tirumala Tirupathi Devasthanam.

5. It is further submitted that though the respondent has introduced Protective Security Service System, the

petitioner workman is under the control of the bank. Further the Protective Security Service System is not having any license or approval from the labour department. In order to prevent the workmen to have benefit on par with regular employees of the respondent, the respondent devised to make belief that there is a contract labour system prevailing and used to disburse the wages to the workmen through the contractor.

6. It is further submitted that the respondent bank maintained attendance register and salaries are being paid by the obtaining vouchers from the workmen as such there is a relationship between the parties as employer and employee. The Protective Security Service System has nothing to do the day to day administration in engaging the workmen for doing work at the Laddu counter. The respondent used to have control and supervise the work.

7. The petitioner workman had been working continuously from the date of his appointment till he was terminated on 28-2-1999 and completed more than 240 days of service in an year and as such he is entitled to have benefits provided under the statute.

8. It is further submitted he has filed a Writ Petition No. 20080 of 1999 along with four others before the Hon'ble High Court for their regularisation of service and the same was dismissed on 1-8-2000. Thereupon an appeal was preferred in Writ Appeal No. 1471/2000 and the same was dismissed as withdrawn on 27-11-2000 with a direction that the workman can approach the appropriate forum to agitate their claim. Hence, the present petition was filed.

9. The petitioner sought relief directing the respondent bank to reinstate the service, and treat the period of removal from service till reinstatement of duty and further for payment of arrears of salaries with all attendant benefits.

10. The respondent filed a joint counter and denied the averments made in the claim petition and pleaded that the industrial dispute is not maintainable in law and further submitted the Executive officer, Tirumala Tirupathi Devasthanam issued proceedings dated 10-2-1995 to the second respondent to operate six counters in Vykuntam Queue Complex and the P P C Sheds in Tirumala w.e.f. 10-2-1995 for sale of Laddu by fixing procedure. Pursuant to the said letter, the second respondent bank opened counters for sale of Laddu tokens and also for regularizing distribution of Laddu through their staff and workers initially. It is denied that the respondent bank is selling tickets for Kainkary Seva. Similarly Tirumala Tirupathi Devasthanam has also issued proceedings to other banks namely Andhra Bank, Indian Bank for performing similar activities. It is further submitted that the nature of service and activities are not perennial in nature and Tirumala Tirupathi Devasthanam authorities have made temporary arrangements for distribution of Laddus. It is further

contended that there is no employer and employee relationship between the bank and the petitioner. But the Protective Security Services System arranges workers for bringing Laddus from T.T.D. kitchen to the Laddu counter and the second respondent manager has no power to engage staff in the bank for the said purpose and there is no privity of contract between the petitioner and the respondent. It is further submitted that the second respondent has not introduced contract labour system in order to avoid regular pay scale wages and other benefits. The respondent have not maintained any attendant register and salary vouchers for payment of salary to the petitioner as they never engaged the petitioner. It is also denied that the petitioner was working continuously from the date of the so-called appointment till alleged date of termination. It is for Protective Security Services System to decide whether to engage the services of the petitioner or otherwise. It is admitted regarding filing of the Writ Petition and Writ Appeal which were dismissed by the Hon'ble High Court. It is further submitted that the petitioner has not chosen to approach the conciliation machinery and file a petition before labour Court, Ananthapur. It is further submitted that the persons who were engaged on the basis of individual contract to work on commission basis cannot be equated with the regular employees as such there is no question of observation of the petitioner in the bank's service in the present case. The work performed by the persons in the Laddu counter is entirely different and nothing to do with the banking operations.

11. The petitioner examined himself as WW1 besides examining A. Subrahmanyam as WW2 and got marked the documents exhibits W1 to W15. As against this evidence, the respondent filed the affidavit of G. Subba Ramayya who worked as a branch Manager of second respondent during the period from 1990 to 2001.

LC. 276/2001 :

12. The petitioner workman L. Chinna Venkateswarlu filed this petition under section 2(A)2 of Industrial Disputes Act, 1947 against the respondent Bank of Baroda represented by its General Manager, Zonal Office at Chennai and Branch Manager, Bank of Baroda at Tirumala. The averments made in this claim petition are almost same as made in the said LC. 275/2001 except the date of his appointment. He submitted that he was appointed by the second respondent in the month of Feb, 1977 on daily wages at Rs. 50 per month and enrolled his name in the employment exchange on 19-7-1999. The respondent also filed a counter denying averments made in the claim petition and taken the same plea as mentioned in the said LC. 275/2001.

13. The petitioner examined himself as WW1 besides A. Subrahmanyam as WW2 and got marked the documents Exs. W1 to W3. As against this evidence, the

respondent filed the affidavit of G. Subba Ramayya who worked as a Branch Manager of second respondent during the period from 1990 to 2001.

14. It is not disputed that the petitioners in both the cases along with others filed Writ Petition No. 16061/1999 and Writ Petition No. 20080/1999 on the file of Hon'ble High Court and both the petitions were dismissed by the common order relying on the previous dismissed Writ Petition No. 17514/1999 on the file of Hon'ble High Court and it was observing that the proceedings of 1-2-1995 and order of 10-6-1996 would show that the bank is operating its counters of accepting the money for Laddus which is basically a banking function but getting the Laddus from the kitchen to the distribution counters is a function which is being performed by the banks perhaps as gratis. This may also be facilitating their banking functions. But, the operation of these 'counters' where the Laddus are distributed is dependant on the wishes of the Tirumala Tirupathi Devasthanam. Tomorrow the T.T.D. may dispense with the system and start distribution of laddus itself. The petitioners, if allowed to be regularized by the bank it would have to face difficult consequences. The distribution of Laddus is perennial but the arrangement between the T.T.D. and the bank is not permanent. Therefore, the Judgement of Supreme Court in my view is not applicable to the facts of the present case. Since there is no contract, as has been held by this court earlier also, between the petitioner and the bank, therefore the petitioners cannot be treated to be employees of the bank. It is also not disputed against the order of the said Writ Appeal No. 1471/2000 was preferred and the same was dismissed as withdrawn with observation that it is opened to the appellant to approach the appropriate forum to agitate their claim and in the event of such proceedings being filed. The appropriate forum shall decide the case on its own merits uninfluenced by the observations made by the Learned Single Judge.

15. The petitioner has stated on oath that he was orally appointed on 27-5-1995 by the second respondent bank and he was assigned his duty to issue the sale of Laddu tickets and also used to bring Laddus from T.T.D. kitchen (POTU) to the bank and other places for sale and that he was orally terminated on 28-2-1999. At the time of termination, he was getting Rs. 50 per day on monthly basis. The second respondent used to maintain the attendance register and used to supervise and control the work of the petitioner. The nature of work is a permanent one and he worked continuously without a break till the date of his termination. He also filed the documents Ex. W1 to W14 which are Xerox copies to show that the bank was maintaining the attendance of the petitioners and receiving the amounts collected by them by sale of the Laddu. Ex. W2 who is said to have worked in the bank along with the petitioners was examined collaborating the evidence of the petitioner. As against this evidence, the

respondent filed the affidavit of G. V. Subba Ramaiah stating that the petitioners are the casual workers engaged by the Protective Security Services for the distribution of the Laddu coupons in the Vykuntam Queue complex of TTD and also for carrying Laddu trays from temple kitchen to Laddu counter for onward distribution to the pilgrims. There are other security agencies also namely J. B. Security Services etc. who get the labourers and extract work from them for the distribution of the Laddus and they filed the attendance sheet of the workers before the bank for getting regular bills. He further stated that he paid the amounts to Protective Security Services and the petitioners were not employers of the bank and there is no contract between the petitioners and the respondent and the bank rules does not provide employment for such nature of category of services.

16. He stated in the cross-examination that Ex. W15 bunch shows the cash received from the temple by their cashier which are the sale proceeds of the Prasadam handed over by the TTD authorities and Ex. W15 bears the signature of one of his permanent staff members and the seal of the bank and Ex. W15 is the bunch showing the consolidated statement of the month and which will be sent to the TTD. The evidence of the petitioner in LC 276/2001 is similar in nature.

17. The learned counsel for the petitioner contended that the respondent bank is an industry as defined in ID Act, 1947 and the Central Government is an appropriate government for the respondent bank and the petitioner is the worker within the meaning of Section 2(S) of ID Act and that the petitioners were in continuous service from the date of their appointment till the termination and the second respondent supervise the work of the petitioners and maintaining attendance register and other records and identity cards were also issued in favour of the petitioners by the bank and TTD and the petitioners were terminated without giving any notice against the provisions of the ID Act, 1947.

18. It is further contended that the respondent management has pleaded that the petitioners were appointed by the Protective Security Services and there is an agreement between the bank and the said services for providing labour and the payment was made to the said security services but no record is filed regarding the payment or the agreement between the parties and further contended that the documents filed by the petitioner such as attendance sheet and deposit of collected amount which bears the seal and signature of the permanent employees of the bank shows that the petitioner were working under the bank and their work is supervised by the bank and there is a relationship of employer and workmen. It is further contended that in the absence of production of records to show that the petitioners were working under the Protective Security Services and the payment was

made to the said services and that security services has employed the petitioners, an adverse inference has to be drawn and further pointed that the documents filed by the petitioners regarding the attendance and the depositing of sale proceeds bears seal of the bank and signature of the bank officials and the respondent did not produce the originals of the said records to explain that the documents do not pertain to petitioners and further contended that the petitioners worked for more than 240 days in the bank and there is a relationship of employer and workmen. As such they are entitled for the temporary status and further they are entitled for recruitment of future permanent vacancies. The Learned Counsel relied on *H.D. Singh Vs. Reserve Bank of India* [1985 (4) SCC P. 201] and *Jawaharlal Nehru Krishi Vishwa Vidyalaya and others Vs. Presiding Officer, labour Court, Rewa and another* [2001 (2) LLN P. 639 (MPHC)] and *Workmen Vs. Municipal Corporation of Delhi* [1987 (2) IIN P. 118 (Del High Court)] and *Deep Chandra Vs. State of UP and another* [2001 (1) LLJP. 742 (Supreme Court)].

19. It is contended by the Learned Counsel for the respondent that the applications of the petitioners are not maintainable on the ground that there is no relationship of employer and employee between the petitioners and the respondent bank and further contended that there is no appointment letter or termination order and further contended that there is no privity of contract between the respondent bank and the petitioners and no jural relationship. It is further contended that there is no evidence to show that the petitioners have worked for more than 240 days in a year as casual labourers and further contended that the petitioners are the employees under Protective Security Services, who entered into an agreement with the respondent bank for providing labourers for bringing Laddus from the TTD kitchen to the counters and further contended that the scheme is not a permanent one and depends on the will and wishes of the TTD Devasthanam and cannot be said to be a permanent in nature and further pointed out that the principal business of the bank is only a banking business and the sale of Laddu and the petitioners cannot be appointed in a regular vacancies in a bank and relied upon the ruling of the Apex Court 2001 LAB I.C. 897 *Indian Bank Association, Appellant Vs. the workmen of Syndicate Bank and others, Respondents*. It is further, contended that the petitioners had pleaded before the High Court in W.P. No. 16061/91 and 20080/99 that they were inducted into the second respondent bank through contract labour system by Protective Security Services and their claim was rejected by the single Judge of the High Court.

20. It is a settled law casual employee or daily wage earner comes within the definition of the workmen under section 2(s) of ID Act. If the casual labour works for not less than 240 days continuously in an year including Sundays and other paid holidays, he comes under the

definition of the workmen and cannot be retrenched without following the procedure covered by section 25 (F) of ID Act. In the present case, the petitioners pleaded that they worked on daily wages for more than 240 days in an year and that under the control of second respondent and that they were terminated orally without giving any notice. The initial burden lies on the petitioner to prove that they have worked as casual labour under the second respondent bank for more than 240 days in a year continuously. The plea of the respondent is they are never employed by the respondent bank and they were never under the control and no wages were paid and further pleaded that they were working under the Protective Security Services agency with whom they have an agreement for supply of labourers for the sale of Laddu in the counter.

21. The petitioners filed an I.A. for the production of certain records such as attendance register from 27-5-1995 to 28-2-1999 and the same was dismissed observing that the respondent has not maintained any such attendance register and pleaded that the petitioners are working with Protective Security Services who is not a party to this proceedings.

22. Subsequently the petitioners filed Xerox copies of the attendance register and accounts which are marked as Ex. W11 to W14. The respondent witness MW1 has admitted the signature of one of his staff members on Ex. W15 which discloses that certain amounts pertaining to sale of Laddu, were deposited by the petitioners in the bank and further the petitioners were worked on the counters and these documents are written on printed forms of the respondent bank. The attendance register also bears seal of the bank. There is no explanation from the respondent bank regarding the maintainability of these documents. Further respondent bank has not produced any evidence to show that they entered into an agreement with the Protective Security Services agency regarding the supply of the labourers for sale of Laddu. When the respondent has entered into an agreement with the Protective Security Services agency and paid amount, there must have been records to that effect in the bank. Nothing prevented in the respondent bank in filing such records to disprove the claim of the petitioners. In the absence of the records, an adverse inference has to be drawn to that effect that if produced they will go against the case of the respondent. It is not a dispute that TTD has given the sale of Laddu to some other banks. In WP No. 17514/99 which is filed against the Indian Bank. It appears that the Indian Bank has produced before the High Court various bills received from M/s. Protective Security Services claiming charges for bringing Laddu from the kitchen to the counter at the rate of Rs. 75 per day. In view of the said records, the High Court has dismissed the case of the petitioner. But in the present case though the respondent have taken the similar principle did not choose to produce any record to

that effect. The attendance register and the accounts Ex. WI1 to WI4 shows that the petitioners have worked for more than 240 days in a year and they worked under the second respondent bank as workmen and their removal is in violation of provisions of the ID Act.

23. It is true that the nature of work of the petitioners is entirely different with the work of the permanent employees in the bank. The scheme of distribution of Laddu by the bank is only during the pleasure of the TTD. In case of dispensing the scheme or reducing the quota, the respondent bank has to face difficult consequences and the scheme of sale of Laddu is not a part of banking system of the respondent bank. The learned counsel for the respondent has vehemently contended that in view of the reported decision of 2001 LAB 897 Indian Bank Association appellants Vs. Workmen of Syndicate Bank and others, respondents that the deposit collectors were held as workers and the commission received by them as wages. The Apex court held that the deposit collectors are not entitled for absorption as regular employees of the bank. It was observed by the Apex court as follows as in para 26, 27, 28 and 29.

“(26) We also cannot accept the submission that the banks have no control over the Deposit Collectors. Undoubtedly, the Deposit Collectors are free to regulate their nature of the work itself. It would be impossible to fix working hours for such Deposit Collectors because they have to go to various depositors. This would have to be done at the convenience of the depositors and at such times as required by the depositors. If this is so, then no time can be fixed for such work. However, there is control inasmuch as the Deposit Collectors have to bring the collections and deposit the same in the bank by the very next day. They have to then fill in various forms, accounts, registers and pass books. They also have to do such other clerical work as the bank may direct. They are, therefore, accountable to the bank and under the control of the bank.

(27) We also see no force in the contention that Section 10 of the Banking Regulations Act prevents employment of persons on commission basis. The proviso to Section 10 makes it clear that commission can be paid to persons who are not in regular employment. Undoubtedly the Deposit Collectors are not regular employees of the bank. But they nevertheless are workers within the meaning of the term as defined in the Industrial disputes Act. There is clearly a relationship of master and servant between the Deposit collectors and the concerned Bank.

(28) Mr. Nageshwar Rao is right in his submission that the concession was not binding on his clients. However, what has been conceded has been correctly conceded. No question arose of directing absorption of the Deposit Collectors as regular workers. No such demand had been made and, therefore, there could have been no such direction. Such directions were beyond the reference.

Even otherwise, the question of absorption would be fully covered by an authority of this Court in the case of Union of India Vs. K. V. Baby, reported in [(1999) 1 Lab LJ 1290, 1999 AIR SCW 4855]. In this case it has been held that persons who are engaged on the basis of individual contracts to work on commission basis cannot be equated with regular employees doing similar work. It has been held that the mode of selection and qualifications are not comparable with those of the employees, even though the employees may be doing similar works. In the present case, not only the modes of selection and qualifications are not comparable, but even the work is not comparable. The work which the Deposit Collectors do is completely different from the work which the regular employees do. There was thus no question of absorption and there was also no question of Deposit Collectors being paid the same pay scales, allowances and other service conditions of the regular employees of the banks.

(29) We also see no substance in the contention that these schemes are unremunerative. The banks have introduced these schemes because they want to encourage the common man to make small and regular deposits. As a result of such schemes, the number of depositors have become much larger. We have no doubt that such schemes are continued because the banks find them remunerative. The banks have large collections through such schemes.”

24. The present petitioners and the deposit collectors, the said ruling stands on same footing and their nature of duties are entirely different with that of the permanent employees of the respondent bank. Further, the nature of duties of the present petitioners is entirely different with the banking business. In view of the said ruling, the petitioners are not entitled for absorption in permanent vacancies. However, the petitioners who worked as casual labour more than 240 days in an year are entitled to the temporary status of the bank employees and entitled for reinstatement as a workman into the services with last drawn wages within one month from the date of publication of the award and the respondent is liable to reinstate the petitioners on duty. So far as, the scheme of sale of Laddu is in existence. The petitioners are not entitled for back wages.

Accordingly, an Award is passed. Transmit.

Dictated to Shri P. Kanaka Raju, LDC, transcribed by him, corrected and pronounced by me on this the 25th day of July, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for
the Petitioner

WW1
WW2

Witnesses examined for
the Respondent

MW1

Documents marked for the Petitioner

- Ex. W1 : Copy of identification card issued by the AEO (VQC), TTD, Tirumala that he is working at BOB Laddu Token Counter-VQC
- Ex. W2 : Annadanam register.
- Ex. W3 : Attendance register.
- Ex. W4 : SSC certificate
- Ex. W5 : Degree Certificate.
- Ex. W6 : The typing writing higher certificate for English.
- Ex. W7 : The typing writing higher certificate for Telugu.
- Ex. W8 : Computers certificate.
- Ex. W9 : The employment exchange registration card.
- Ex. W10 : The caste certificate.
- Ex. W11 : The Xerox copy of June 1997 attendance.
- Ex. W12 : The Xerox copy of May 1997 attendance.
- Ex. W13 : The Xerox copy of April 1997 attendance.
- Ex. W14 : The Xerox copy of March 1997 attendance.
- Ex. W15 : A bunch of accounts sheets maintained by all the employees working in token counters of the Laddus.

Documents marked for the Respondent

NIL

नई दिल्ली, 17 अगस्त, 2005

का. आ. 3233—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 695 दिनांक 15-2-2005 द्वारा नाभिकीय ईंधन, संघटक, भारी पानी और संबंध रसायन तथा आणविक ऊर्जा जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 28 में शामिल हैं, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 26-2-2005 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 26-8-2005 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. संख्या एस-11017/3/1997-आई.आर. (पी. एल.)]

जे. पी. पति, संयुक्त सचिव

New Delhi, the 17th August, 2005

S.O. 3233.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 695 dated 15-2-2005 the service in the Industrial Establishments manufacturing or producing Nuclear Fuel and Components, Heavy Water and Allied Chemicals and Atomic Energy which is covered by item 28 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 26th February, 2005.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 26th August, 2005.

[File No. S-11017/3/97-IR (PL)]

J. P. PATI, Jt. Secy.

नई दिल्ली, 17 अगस्त, 2005

का. आ. 3234—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 170/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-8-2005 को प्राप्त हुआ था।

[सं. एल-12012/34/1999-आई आर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 17th August, 2005

S.O. 3234.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 170/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. I, New Delhi as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda, and their workmen, which was received by the Central Government on 16-8-2005.

[No. L-12012/34/1999-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
NEW DELHI**

Presiding Officer, Shri S.S. Bal

L.D. No. 170/99**In the matter of dispute between :**

Shri Surender Partap, (deceased)
Through his L. R. Smt. Kiran Lata,
W/o late Shri Surender Partap,

2. Master Kulbhushan
S/o late Shri Surender Partap

3. Kum. Anandita D/o late Shri Surender Partap

4. Kum. Ruchika D/o late Shri Surender Partap

All R/o 166-B/A, Mayur Vihar,
Phase-II, New Delhi-110091. ... Workman

Versus

The General Manager,
Bank of Baroda,
16, Parliament Street,
New Delhi-110001. ... Management

Appearances : None for the Workman.

Shri T. C. Gupta. A/R for management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/34/99-IR (B-II) dated 7/11-6-1999 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the dismissal of Shri Surender Pratap w.e.f. June, 1990 by Regional Manager, Bank of Baroda, New Delhi is legal and justified ? If not, what relief the workman is entitled to ?"

2. After notice the claimant-workman Surender Pratap filed his statement of claim wherein he stated that he was appointed as a clerk in the Bank of Baroda Branch Parliament Street, New Delhi-1 in August, 1982; that the workman served the bank honestly and diligently for nine years and his work, conduct and behavior was satisfactory and; that on 27-5-88 a demand draft of Rs. One lakh was put for payment and while checking the said draft the workman noticed that there was something amiss in the voucher and account number and on closer scrutiny he found it to be fictitious and he brought it to the notice of Shri N. L. Khurana Senior Branch Manager who became nervous and denied his involvement in the transaction; that on 7th July, 1988 another bank draft for Rs. 50,000 was

placed before the workman for clearance which was passed for payment by Senior Branch Manager, Shri P. C. Nayak to be debited to the Savings Bank Account No. 32204 in the joint names of one Shri V. K. Bhatia and his wife Smt. Mala Bhatia; that after waiting for some time for the claimant to come for the payment who did not turn up, the workman apprised his seniors about his suspicion about the said draft, the officials took the draft into their custody, perhaps, for safe-custody; that in the meantime, those involved in putting up the said fake draft got alerted and had the incriminating entries in the relevant records of the bank erased and initialed; that on 19th July, 1988 the workman was shocked to learn that he was suspended from the service of the bank on a mala fide allegation of cheating the Bank vide its Order No. RO : DCR dated 19th July, 1988; that on 30-12-88 the bank issued two letters to the workman for holding enquiry against the workman and after a sham inquiry the workman was dismissed from service w.e.f. 12-6-90 which was conducted against the laid down principles of natural justice. The claimant workman has prayed that in consideration of the statements made in this claim application the management may kindly be ordered to reinstate him in service with continuity of service and other benefits/relief which this Hon'ble tribunal may deem proper.

3. The management filed written statement contesting the case denying the claim of the workman.

4. Written statement was followed by replication wherein the pleas mentioned in the statement of claim were reiterated to be correct while controverted facts mentioned in the written statement to be correct and were repudiated.

5. Thereafter case was fixed for evidence of the workman but the workman passed away on 23-12-2001 and his wife Smt. Kiran Lata and other L. Rs. Master Kulbhushan S/o late Shri Surender Partap aged 15 years, Kum. Anandita D/o late Shri Surender Partap aged 11 years and Kum. Ruchika D/o late Shri Surender Partap aged 4 years were brought on record and his wife filed amended claim on her behalf and on behalf of other L. Rs. The workman claimed relief of reinstatement with full back wages. The claim of the workman that his dismissal was not legal and justified became infructuous and in view of this the respondent bank was asked to determine the amount due to the workman as wife of the deceased prayed for the payment of dues available and did not pursue the reference. In this background the respondent-management bank was directed to work out the dues of deceased workman Surender Pratap. Shri Tara Chand Gupta A/R for management informs me today that the dues have been worked out/settled and are ready for payment to the L.Rs. of the deceased workman and they may collect the same by completing the requisite formalities. Wife of the deceased Smt. Kiran Lata who is the natural guardian of the above said L. Rs. may collect the dues of the said L. Rs.

by completing requisite formalities. Wife of the deceased may collect her dues and may also collect dues of the L.Rs. by completing necessary formalities. Reference stands disposed of. File be consigned to record room.

Dated : 2-08-2005

S. S. BAL, Presiding Officer

नई दिल्ली, 17 अगस्त, 2005

का. अ. 3235—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 104/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-8-2005 को प्राप्त हुआ था।

[सं. एल-12011/56/2001-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 17th August, 2005

S.O. 3235.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 104/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda, Regional Office, and their workmen, received by the Central Government on 16-8-2005.

[No. L-12011/56/2001-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : Shrikant Shukla, Presiding Officer

I.D. No. 104/2001

Ref. No. L-12011/56/2001/IR (B-II) dated 22-6-2001

Between

The General Secretary,
U.P. Bank of Baroda Employees Union (W/B),
C/o BOB, 89, C, Civil Lines,
Bareilly (U.P.).

And

The Regional Manager,
Bank of Baroda, Regional Office,
Civil Lines, Rampur Garden,
Bareilly (U.P.).

AWARD

The Government of India, Ministry of Labour referred the following dispute to Presiding Officer, CGIT-cum-Labour Court, Lucknow for adjudication:

"Whether the action of Bank of Baroda Management in terminating the services of Vijay Kumar S/o Sh. Chote Lal R/o Bagh Brigtan, House No. 582/48, Bareilly w.e.f. 4-11-2000 despite his claim for regularisation of his services as a sub staff is just fair and legal? If not for what relief he is entitled to?"

The trade union's case is that the dispute refers to Vijay Kumar. Sri Vijay Kumar performed the duties of temporary Peon as per following :

Shyamganj branch upto 21-9-92

Dhoti Raghurwar Dayal w.e.f. 19-4-93 to 23-7-93

Shahgarh branch w.e.f. 29-7-93 to 28-8-93

Narkulganj branch w.e.f. 22-2-96 to 13-5-98

Civil Lines branch w.e.f. 21-5-98 to 14-7-98

Narkulganj branch w.e.f. 22-12-98 to 27-7-2000
w.e.f. 9-10-2000 to 4-11-2000

Instead of being prescribed salary of the Peon the workman was paid Rs. 25. 30 and ultimately to Rs. 70 per day. While the workman was working as temporary peon Narkulganj branch the trade union raised this industrial dispute before Asstt. Labour Commissioner (C) Dehradun for regularisation of service of the workman. The Asstt. Labour Commissioner (C) Dehradun seized the industrial dispute in conciliation on 23-10-2000. While the industrial dispute was seized in conciliation the bank receipt of the notice from the Asstt. Labour Commissioner (C) Dehradun terminated the services of the workman at the close of office on 4-11-2000. That by doing so the bank committed breach of section 33 of I.D. Act. 1947. While terminating the services of the workman the bank did not advise the reason for termination and has not paid notice pay and retrenchment compensation to the workman despite the fact that the workman had worked for 240 days during the calendar year preceding the date of termination. By doing so the bank further made breach of section 25 F of the I.D. Act. It is further alleged that the employer by adopting unfair labour practice prepared the payment vouchers in the forged name as Anil Kumar, Ashok Kumar, Ramesh. Pappu etc. though these persons never existed. It is further alleged that during 22-12-98 to 27-7-2000 the worker was paid in the name of Ram Niwas, Ram Kishan, Mati Ram, Sita Ram etc.

Opposite party has disputed the claim and has stated that no cause of action arise on 4-11-2000 or any other date as such the reference is bad in law and liable to be

rejected time. It is further alleged that Bank of Baroda is public sector organisation as such has to work as per instructions and orders and guidelines issued by the government from time to time. As per orders appointment in sub staff cadre against any vacancy are filled through Employment Exchange. If any post falls vacant in sub staff category it is notified to the Employment Exchange and the names of suitable candidates are called from Employment Exchange, specifying the criteria like age, qualification etc. After the names are received from the Employment Exchange interview is held by the panel constituted for the purpose and selected candidate is issued appointment letter after approval of the higher authorities by Regional Manager who is appointing authority. Sri Vijay Kumar has never been subjected to the selection process as such he was never appointed in the bank services in sub staff category on any post. Sri Vijay Kumar was never issued any appointment letter for any post whatsoever, as such he is not a bonafide workman of the bank. There has never been any employer-employee relation between the bank of Baroda and Sri Vijay Kumar as such this is not an industrial dispute under the I.D. Act. As such this court has no jurisdiction. It is further alleged that neither Branch Manager, Shyamganj has power of appointment nor he has ever appointed the applicant. Branch Manager, Shyamganj is necessary party in the case who can answer the question properly. The worker might have worked as casual labour for highly intermittent work and the applicant be put to prove his contention. It is further alleged that other branches in which the worker has alleged to have worked, their Branch Managers have also not been impleaded as party in the case. They are necessary party who can reply properly. It is alleged that the contention of the trade union is false, misconceived and concocted. Branch Manager of the concerned branches in their personal capacity engaged Sri Vijay Kumar for purely daily rated casual intermittent nature of work as and when required on day-to-day basis. It is emphasised that Sri Vijay Kumar had never worked 240 days in any calendar year or in 12 consecutive months preceding the alleged date of termination i.e. 4-11-2000. In the year 2000 Sri Vijay Kumar was engaged on purely casual intermittent nature of labour work for 4 days only by the branch manager, Narkulganj in his personal capacity and he was engaged for 2 days only in the Regional Office. Sri Vijay Kumar worked for 6 days only between the period 1-1-2000 to 4-11-2000. Sri Vijay Kumar was engaged on purely casual intermittent nature of labour work for 11 days only between 1-1-99 to 31-12-99 by the branch manager, Narkulganj in his personal capacity. Sri Vijay Kumar was similarly engaged in the year 1998 for 13 days in Narkulganj and 28 days by the Branch Manager, Civil Lines on purely casual nature of job. Sri Vijay Kumar was never engaged as employee of the bank and his name was never entered in the attendance/muster register kept for the bank employees. It is also alleged that Sri Vijay Kumar

never completed 240 days in any calendar year in the bank. He worked only for different spells intermittently for odd jobs of casual nature as and when the same arose. The name of Sri Vijay Kumar was not sponsored by Employment Exchange and he has ever gone through the process of selection as enumerated above and as such Sri Vijay Kumar was not legally entitled for bank service. Therefore the question of his regularisation in the bank services never arose. Sri Vijay Kumar has been made payment by the Branch Manager for the actual days he worked for the branch on daily wage basis as casual labour. It was very well known to him that the work which he performed was of casual in nature and for such casual work done by him. Sri Vijay Kumar worked without any complaint and got his account settled and now there remains no dispute of any kind. As such the present case is not industrial dispute and is liable to be dismissed. Neither bank has appointed nor issued any appointment letter to Sri Vijay Kumar and therefore there is no question of termination of his services. The post of Peon or any post in sub staff can be filled as per the recruitment rules and after following proper procedure according to the rules. It is therefore alleged that Sri Vijay Kumar is not entitled for reinstatement in the bank services.

Today was the date fixed for the parties. Prior to this 20-4-05 was the date fixed for evidence. But none appeared and therefore it was ordered on 20-4-05 that if parties do not turned up and do not examine evidence. It shall be believed that parties do not want to produce and examine any evidence and accordingly 9-8-05 was fixed for evidence but the worker or his representative opted to abstain from the proceedings.

The worker has not appeared and has not proved the fact on oath nor he has faced the cross examination from the opposite party. The representative of the opposite party has submitted that since the worker has not appeared to prove his case therefore opposite party does not want to examine any witness. The representative of the opposite party has argued that it was for the worker to prove that he has worked 240 days in preceding calendar year prior to his termination from the service. But the worker has utterly failed to prove it. Therefore there is no question for the management to rebutt the same. It is also argued that the Branch Managers of the different branches are not authority to appoint temporary peon if different Branch Manager on need basis can utilised the casual labour for intermittent work and if the worker worked for a few days in different-different branches of the bank then he can not claim, the relief by impleading Regional Manager, Bank of Baroda, Regional Office, Bareilly alone as he never appointed. As there has been any appointment letter to this effect it could have sustainable that under such appointment he worked in different branches on transfer but in that case also the transfer letter was needed. It is alleged that the bank has never violated the provision of

Section 25 F as the worker never worked 240 days from date of alleged termination. For getting any relief under Section 33 of the I.D. Act, 1947. Worker has to prove that the employer has contravened Section 33 of the Act. Worker has to prove that prior to 4-11-2002 he was in service and his services were abruptly terminated on 4-11-2002 during pendency of the proceeding and since the worker has not discharged his burden, the management does not want to produce any evidence. It is alleged during argument the worker has no courage to face cross examination and why he has not come for evidence.

The argument of the opposite party carries weight and I am of the considered opinion that the worker has failed to prove that he worked 240 days prior to his termination on 4-11-2002. He has also failed to prove that during pendency he was in service and his services were terminated in violation of Section 33. The issue is answered against the trade union and the worker is not entitled to any relief.

Lucknow :
9-08-2005

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 17 अगस्त, 2005

का. आ. 3236—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार इंडिया इंटरनेशनल एअरवेज लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, लेबर कोर्ट-II, नई दिल्ली के पंचाट (संदर्भ संख्या 37/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-8-2005 को प्राप्त हुआ था।

[सं. एल-11012/36/2001-आई आर (सी-1)]
एस.एस. गुप्ता, अवर सचिव

New Delhi, the 17th August, 2005

S.O. 3236.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2001) of the Central Government Industrial Tribunal/Labour Court-II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of India International Airways Ltd. and their workman, which was received by the Central Government on 16-8-2005.

[No. L-11012/36/2001-IR(C-1)]
S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II,
RAJENDRA BHAWAN, GROUND FLOOR,
RAJENDRA PLACE
NEW DELHI

I.D. No. 37/2001

R.N. Rai, Presiding Officer

In the matter of :

Capt. M.P. Premi, .
S/o Late L.N. Premi,
R/o A-103, Pocket "B",
Mayur Vihar, Phase-II,
Delhi-110 091.

Versus

M/s India International Airways Ltd.,
Thapar House,
124, Janpath,
New Delhi-110 001.

AWARD

The Ministry of Labour by its letter No. L-1012/36/2001 C-1 Central Government dt. 18/24-05-2001 has referred the following for adjudication.

The point runs as hereunder :

"Whether the action of the management of M/s. India International Airways Limited at Delhi in terminating the services of Capt. M.P. Premi, Executive Pilot w.e.f. 05-10-1999 is just, fair and legal? If not, to what relief the workman concerned is entitled to?"

The workman applicant has filed statement of claim. In the statement of claim it has been stated that against illegal termination of services of the claimant, the claimant had raised an industrial dispute before the appropriate Government who held the conciliation proceedings, which failed due to adamant attitude of the management, the present reference has been made for adjudication by this Hon'ble Court. The workman is filing the statement of claim. That in the reference the workman has been shown as Executive Pilot which term was raised by the management claiming thereby that Capt. M.P. Premi herein workman is not "workman". This fact is hereby denied as the applicant/claimant is a workman under Industrial Dispute Act.

That the workman was offered appointment with the management as Helicopter Pilot for New Delhi base vide their letter of office as Senior Helicopter Pilot, IIA/ADMN./305 dated 23-11-1994. In the said letter of offer it was stipulated that the workman was required to pass the Tech. Examination on Bell Jetranger 206 B III type of

Helicopter and was also to undergo familiarization/training and skill test as required by the DGCA and on passing the Tech Examination the workman was to be absorbed as Senior Commander (Helicopter) with the management.

That the workman accepted the offer of the management and was issued final letter of appointment dated 30-03-1995 which inter alia stipulated training and skill test and payment of stipend of Rs. 5,000 (Rs. Five Thousand) per month during the training period and total salary of Rs. 13,700 (Thirteen thousand seven hundred) per month plus flying related allowances along with reimbursement of expenditure on maintenance of uniform use of telephone, medical expenditure and level travel allowance. It further stipulated that the workman would be on probation till a letter of confirmation was issued by the management.

That the workman formally joined the services of the management with effect from 01-04-1995 and successfully obtained endorsement of Ball 222 UT on his flying licence on 30-10-1995 as required by the management.

That the successfully obtaining endorsement of Ball 222 UT by the workman on his licence, he was sanctioned an additional qualification allowance of Rs. 750 per month vide management's letter dated 08-11-1995.

That the services of the workman was confirmed as a follow-up appointment letter dated 30-05-1995 as Senior Commander (Helicopter) vide management's letter dated 09-01-1996 and salary/allowances of the workman was revised to Rs. 16,820 per month with effect from 01-01-1996 along with all other existing allowances and reimbursement of expenditures.

That the salary of the workman was again revised and restructured with effect from 01-04-1996 based on his performance to Rs. 14,640 per month vide management's letter dated 10-04-1996.

That the management vide their letter dated 12-04-1996 advised the workman of his higher entitlements pertaining to reimbursement of expenses on conveyance, telephone and upkeep of uniform and kit.

That the salary of the workman was again enhanced to Rs. 23,795 per month based on the performance with effect from 13-08-1997. That on 13-08-1997 the management issued another letter to the workman advising him on his entitlements on reimbursement of expenses on telephone, upkeep of uniform and kit which was enhanced an additional reimbursement of expenditure on productivity to the tune of Rs. 48,000 per month was granted to the workman.

That the workman performed his duties throughout to entire satisfaction of the management because of which the management from time to time rewarded him with appreciation and raise in salary. That in spite of increase

in flying efforts during the year 1998-99, no raise in salary was given to any employee of the company, but the management promised to compensate the workman suitably during salary review to be undertaken in April, 1999.

That after many sittings and deliberations with the workman during the period April to August 1999 the management on 16-08-1999 decided in principle to fix a minimum salary of Rs. 65,000 per month for the workman in addition to other flying related allowances with effect from 01-04-1999. However, the management during the abode deliberation conveyed to the workman that they were in a process of taking a decision on modalities of effecting the revised salary and that a letter to that effect shall be released in due course. Thereafter, the workman was deputed to proceed on prolonged election flying duties away from Delhi.

That on 26-08-1999, the workman sent a fax to the management that insurance cover for all time accident, loss of licence and mediclaim insurance cover was not yet done as agreed. The workman in the above letter further informed the management that he was unable to carry out outstation D.I. (Daily Inspection) and flights of Z plus and Z category VIPs, till insurance cover was provided which was agreed during meeting and telephone talk on the night of 18-19 August, 1999. In the said letter the workman also requested for salary fixation confirmation and requested that decision on the above be given before next flight is undertaken by him.

That in response to the workman's above letter dated 26-08-1999 sent by fax, Mr. Yash Nayar, Manager Operations and Administration informed the workman that loss of licence cover has been raised to 15 Lacs, all time accident insurance to 25 Lacs, and Mediclaim to 3 Lacs for each family member from 27-08-1999 onwards and salary is agreed upon in toto as put up by the workman but he said that there may be a few structural changes but total amount will not vary.

That after return of the workman to Delhi on 09-09-1999 for routine maintenance of the Helicopter, the management on 10-09-1999 on its own released a sum of Rs. 1,50,000 to the workman against ad hoc arrears payment pending issuance of formal revised salary letter. That when the workman insisted on issuance of his revised salary letter, instead of granting lawful dues, to his utter surprise and shock, his four and a half years of dedicated permanent employment/service was illegally, unjustifiably with malafide intentions was arbitrarily terminated without assigning any reasons vide management's letter dated 05-10-1999, which was also against the principles of natural justice and equity. That the letter dated 05-10-1999 issued by the management terminating the services of the workman without the principle of natural justice, is illegal, malafide and is in violation of legal provisions laid down under the law.

That the management has also not paid to the workman a sum of Rs. 3,83,280 towards his salary dues payable at the revised rate from April, 1999 to September, 1999. That the workman through his counsel got a demand notice dated 05-05-2000 served on the management demanding reinstatement in duty and payment of dues. That the management instead of paying the dues of the workman and taking back on duty has sent a reply dated 09-06-2000 through their counsel.

That the workman reserves his rights to claim legal benefits which were due to him during the course of employment by raising a separate industrial dispute.

The management has filed written statement. In the written statement it has been stated that the claimant, was last working with the respondent as executive pilot drawing a salary of Rs. 15,823 per month and primarily discharging managerial functions, in terms of the scope of his employment. The claimant is therefore not a workman within the purview of Section 2(s) of the ID Act, 1947. In this view of the matter the alleged dispute a non-workman does not constitute an industrial dispute and this Hon'ble Tribunal has no jurisdiction to adjudicate upon the same.

That the order of reference has been made by the Government in a mechanical manner without ascertaining whether any alleged industrial dispute exists and without taking into consideration the written comments filed by the respondent. In this view of the matter the conciliation proceedings are void ab initio and the order of reference is invalid and therefore, liable to be answered accordingly.

That keeping in view the position of the claimant as Executive Pilot the service of the claimant has been terminated in accordance with the stipulation in his letter of appointment by way of discharge simplicitor. Although there were grave and serious act/s of misconduct committed by the claimant leading to loss of confidence. In case this Hon'ble Tribunal comes to the conclusion that the claimant is a workman and/or the order of termination is not proper due to any reason whatsoever the respondent management relies upon and craves leave and liberty to prove the following act/s of misconduct by leading appropriate evidence before this Hon'ble Tribunal to justify its order of termination.

That several verbal/written complaints were received by the respondent in respect of the conduct of the claimant from its clients and passengers, during his service tenure. In the month of September 1999 a written complaint was received from the Director of M/s. S.K. Aviation Pvt. Ltd., Delhi which reads as under :

"As you are aware we are regularly hiring your Bell 222U Twin Engine Helicopter. We wish to bring to your notice in incident relating to the election flying at Ahmedabad during the period 19 August—09 September, 1999. While at Ahmedabad, Capt. Premi who had been deployed with the helicopter called me on my mobile when

I was in Bombay. He told me that he wanted to discuss something very important which is for mutual benefit. When I met him at Ahmedabad, he said "You are making Rs. 25 Lacs in this charter deal and how much was my share in it". He explained to me how as a pilot he could ensure that all election flying went on smoothly. He left me in no doubt that if he wanted, he could give some excuse or the other, like flight time duty limit or visibility or even the landing place not meeting the safety requirements to hinder operation. This tactics of Capt. Premi would have resulted in grave monetary loss to me. He then demanded that I pay him a handsome percentage to ensure that all flights were undertaken without hinderance. This amount was delivered at Capt. Premi's residence at New Delhi personally by me in the last week of August. Please ensure that Capt. Premi is not deputed in any flight chartered by us again which may jeopardize our business association with you. The above fact of the claimant amounts to a major misconduct within the scope of his service conditions.

That in the month of August 1999 while on duty for election flying in Gujarat the claimant resorted to applying pressure tactics in order to black-mail the Company into accepting his unjustified and unreasonable demands for hike in salary and perks and enhancement of Loss of Licence (LOL) insurance covers from Rs. 7 lacs to Rs. 15 lacs and Aviation Accident (AA) cover from Rs. 7 lacs to 25 lacs. The insurance covers had to be increased in the case of the claimant and his colleague due to claimant's threats to abandon duty which would have led to grave financial loss to the company and tarnished its business reputation. The LOL and AA insurance covers of his colleague was later revised to the normal 7 lacs after the termination of service of the claimant. This act on the part of the claimant also amounts to a major misconduct within the scope of his service conditions.

That while in employment of the respondent company it came to the knowledge of the company in August 1999 that the claimant had established his own business and incorporated a company in the name and style of 'Cyberage Systems India Pvt. Ltd. having its office at 140, 3rd Floor, Nehru Market, Opp. LSR College, New Delhi-48. As per information of the respondent, the claimant was its Managing Director and looked after its day to day affairs and business activities while being in the employment of respondent. This act of the claimant was in blatant breach of the express and implied conditions of service and amounts to misconduct. The above preliminary submissions are in the alternative and be read as such. Without prejudice to the above preliminary submissions the respondent submits its parawise reply on merits as under :

The claimants further contention in the claim that he is workman under the provisions of ID Act, 1947 is also

wrong and hence denied. The correct position is that the claimant was working as an executive pilot with the respondent, drawing a salary of Rs. 15,823 per month and discharging managerial functions in terms of the scope of his employment. The claimant is, therefore, not a workman within the purview of section 2(s) of the ID Act, 1947 and has been correctly described in the order of reference as an executive pilot. The nature of his duties is detailed below:

The claimant was working and designated as an executive pilot in the company discharging executive functions as part of his job responsibility and flying helicopter was one of this responsibility. Although he was discharging multifarious duties, yet he was primarily performing the role of an executive. As part of his duties, he was controlling the rostering of pilots for the helicopter and used to decide which pilot will fly which segment of the flight in command keeping in view the ability, skill, experience of pilot vis-a-vis the prevalent weather condition, the terrain and the location and condition of helipad/airport. He was also DGCA approved pilot to conduct flying training and examination of the pilots. He also used to give instructions to the airport manager of the company concerning the conduct of flight like—obtaining clearances from the Air traffic control, getting extension of watch hours, when to bring the passengers to helicopter, what kind of food/beverage to be procured for the flight etc. Besides he was also interacting with Chief Engineering Manager/Quality Control Manager regarding the maintenance of the helicopter and used to give instruction of the fuel requirement and maintenance. He had the authority to even over rule the Engineering Manager on matters of acceptance of the helicopter for flight duty. Whenever, on station on long assignment he was directly controlling the entire contingent comprising aircraft engineer and technicians and would take independent decisions with his own initiative and ability regarding the operational and administrative matters. He also used to regularly interact with the client/passengers as a representative of the company which is also an executive function. Further an executive pilot in a small charter company is not like an airline pilot where the pilot's responsibility is only to fly the aircraft. An executive pilot in a charter company usually starts his career as a pilot and then gets promoted to the post of executive pilot which position entails discharging of executive functions while flying the aircraft also. In respondent company also there are two pilots who still are not performing the executive functions and therefore, designated as 'Pilot' only. Infact the claimant was also recruited as a pilot but was thereafter designated as executive pilot keeping in view the executive responsibilities being handled by him.

The contention of the claimant and his service record does not reflect that he was performing his duties through out to the satisfactions of the management for which he

was appreciated. His salary was raised in routine for the reasons as aforesaid. The fact of the matter is that the management had to put up with his unacceptable behaviour and unreasonable demands only because there were no other qualified pilot available for flying the particular helicopter of the management.

The correct position is that no raise in the salary was given to any employee during this particular period as raise in salary always depended solely on affordability and had nothing to do with the performance particularly in case of the claimant. It is also denied that any alleged promise was made to compensate the claimant, in the year 1999. As aforesaid the increase in salary, if any, is always dependent on the affordability factor which cannot be predicted, particularly in aircraft charter business and therefore the management could not and did not make any such commitment as alleged.

The correct position is that it was the claimant who demanded an exorbitant minimum salary of Rs. 65,000 per month and the respondent did not at any stage agree to pay the same as alleged by the claimant. In fact he had brought Capt. P.P.S. Sangha a colleague, in one of the meetings to press for his demand under the assumption that the election in Gujarat was round the corner and the management would accept his unjustified and unreasonable demand of the claimant. In these circumstances, Capt. P.P.S. Sangha chose to resign but the claimant decided to continue probably because there was no job offer for him, like in the case of Capt. Sangha. No alleged assurance was made by the respondent regarding the issuance of a letter towards his revised emoluments.

The correct position is that the respondent provided to all its pilots insurance cover for the loss of licence (LOL) for Rs. 7 lacs and further cover for Aviation Accident (AA) for Rs. 7 lacs. In the month of August, 1999 just before leaving for Ahmedabad to conduct election flying the claimant unreasonably demanded that loss of licence (LOL) and Aviation Accident (AA) cover be increased to Rs. 15 lacs and to Rs. 25 lacs respectively. He also demanded that all his family members be insured under Mediclaim Scheme for Rs. 3 lacs each. This was over and above the group medical insurance already provided to his 3 family members. This was yet another unreasonable and unacceptable demand raised at that time when substantive business of the management was lined up. The management was still deliberating on the financial impact and effects of the said demands on the other employees, when the claimant spoke to Mr. Y.K. Nayar, Manager (Administration) on the phone from Ahmedabad and threatened that he would stop flying if his demands were not met immediately and he followed it up by sending a fax dated 26-08-1999. The respondent in these circumstances had no choice and was black-mailed into

accepting his unreasonable and unjustified demands relating to insurance covers.

The correct position is that on 10-09-1999 an imprest advance of Rs. 1.50 lacs was given to the claimant as he was going outstation for long duration flying. This amount was to be accounted for by the claimant after his return from outstation tour which he failed to do. Although the respondent did not give such huge imprest advance in routine, yet knowing the claimant's behaviour pattern the respondent decided to give him this advance amount in order that he did not create yet another problem during his flying assignment for the election. Therefore in these circumstances the question of adhoc arrear payments does not arise. The claimant has made a patently false allegation without any basis.

The claimant has made patently false allegation without any basis. As aforesaid, throughout his stay in the company the claimant's work and conduct was far from satisfactory. However he was tolerated because no other qualified pilot was available to fly the particular helicopter of the respondent and to train another pilot would have meant substantial expenses, which had already been incurred upon the claimant to the tune of Rs. 9 lacs by sending him to USA. The claimant was fully aware of this and took full advantage of the situation and tried to extract maximum money from the respondent. The management was forced to grin and bear it till the claimant crossed all the limits of acceptable behaviour and committed act/s of misconduct within the scope of his service conditions as detailed above. At this point of time the management lost confidence in him and his services were terminated keeping in view his position as executive pilot. The termination was in accordance with the stipulation in his letter of appointment by way of discharge simplicitor, rather than resorting to punitive disciplinary action which would have casted a stigma on the service record of the claimant. The order of termination is justified, bona fide and legal and calls for no interference.

The claimant who was last working as an executive pilot and drawing a salary of Rs. 15,823 per month is not a workman within the meaning of Sec. 2(s) of ID Act, 1947 and his terms and conditions of service were purely contractual in nature and could be terminated as per stipulation by one month's notice or salary from either side. Therefore, the management gave him one month's salary in lieu of the notice vide cheque which was accepted by him and encashed without any protest. The order of termination vide letter dated 05-10-1999 is legal and proper and does not violate any law or principles of natural justice as alleged by the claimant.

It is specifically denied that the respondent owes anything to the claimant by way of alleged arrears. As aforesaid, the salary of the claimant was never revised by the respondent and therefore the question of payment of

alleged arrears did not arise. On the other hand the claimant owed money to the company being imprest advance given to him which he has not accounted for till date. Consequently upon termination of service the claimant did not respond to settle his full and final account despite being advised several times. When persistent demands were made by the company upon the claimant to settle his full and final account and remit the money the claimant resorted to make frivolous claim/s against the company so as to forestall the proposed action of recovery of the money along with interest and damages. In fact, it seems that the sole reason why the claimant raised a belated demand notice and has approached this Hon'ble Court by seeking a reference is to harass the respondent and to pressurize them to forego its lawful monetary claim.

That the demand notice of the claimant was duly replied by the respondent through their counsel wherein correct position was detailed and the claimant was advised to remit the unpaid dues and settle his full and final account. It is specifically denied that the claimant is entitled to reinstate or the respondent owes any dues to the claimant which are liable to be paid to him.

The claimant had started his own software company under the name of M/s. Cyberage Systems India Pvt. Limited which was duly incorporated and registered, even while he was in service of the respondent. As per information till date he continues to be the Managing Director of M/s. Cyberage Systems India Pvt. Limited and is gainfully looking after its day to day affairs and business activities. Further after leaving the respondent he is also flying for another Delhi based company. Therefore, he is in gainful employment and self avocation ever since his termination from service.

That all contentions/allegations in the statement of claim as filed by claimant which have not been admitted specifically hereinabove may be deemed to have been denied and the claimant be put to strict proof in regard thereof. The respondent reserves its right to amend its written statement, and/or lead appropriate evidence at any stage of the case with the leave of this Hon'ble Court, if an exigency so arises.

The workman applicant has filed rejoinder. In his rejoinder he has denied most of the paras of the reply of the management and has stated that his service has been illegally and arbitrarily terminated.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

There are three main points for consideration. The first is whether the applicant comes under the category of workman in view of Section 2 (s) of the ID Act, 1947.

It was submitted from the side of the workman applicant that the submission of the management that he

was promoted to the post of Executive Pilot is absolutely misconceived. No intimation was sent to him regarding his re-designation as Executive Pilot. From perusal of the record it transpires that the workman was re-designated as Executive Pilot but the order was not served on him so the order of re-designation loses its validity as the workman has not been intimated of the same. Letter regarding re-designation as Executive Pilot remained with the management.

It was submitted that even if it is assumed for arguments sake that his post was re-designated as Executive Pilot, the duties assigned to the workman are of not supervisory in nature. It has been held in Civil Writ Petition No. 1433/73 dated 10th February, 1977 that a Pilot is a workman and whatever supervisory or administrative work he does it is only incidental to his work. A narrow and restricted meaning should not be given to the definition of the workman. A person in his supervisory or managerial capacity should have the authority to appoint agents and to take disciplinary action against them. He should have administrative control over the other employees and there must be subordinate staff under him. In the present case the workman was a Pilot and his duties were operational. It has not been established by the management that he acted in managerial or supervisory capacity and he has administrative control over the subordinate staff. The management should prove that certain employees were under the administrative control of the workman but no such instance has been given in the written statement. The workman was employed to do operational work. It was his main work and the other duties discharged by him are incidental type of work. The duties of the workman have been enumerated in the written statement but from perusal of the relevant paras it does not transpire that the workman has control and supervision over the other workmen. The dominant duty should be of administrative and supervisory in nature. In the present case the workman was a Pilot and his duty was operational. It is true that he ascertained before flight that the Helicopter was in proper operational condition and there was fuel and other crews were available for the operation of the Helicopter. These duties are not managerial or supervisory.

In view of the above discussion it becomes quite obvious that the applicant was a workman as his duty was only operational. He has no supervisory or administrative control on any of subordinate staff. The law cited by the management is not applicable in the particular facts and circumstances of the present case.

It was submitted from the side of the management that as per clause 9 of the letter of appointment dated 30-03-1995 exhibit MW 1/1 after confirmation in service the management could terminate his service by giving one month's notice in writing or one month's salary in lieu thereof. The workman has been paid one month's salary.

A cheque of Rs. 15,423 has been tendered to the claimant and the claimant has admitted in his cross examination that he has encashed the cheque and he did not sent any protest letter so the action of the management amounted to discharge simplicitor of the claimant as per the terms of his appointment keeping in view his status as Executive Pilot. This action of discharge simplicitor of the employee by payment of one month's salary is also permissible under section 30 of the Delhi Shops and Establishment Act, 1954 applicable to the respondent.

It was submitted from the side of the workman that clause 9 of the appointment letter is against public policy and violative of Article 14 and directive principles contained in article 39 (a) and 41. There was inequality of the bargaining power of the party so clause 9 in the contract of employment is void under section 23 of the contract act as opposed to public policy besides being ultra vires Article 14. The contract was unfair and unreasonable and an unfair and un-reasonable clause in a contract entered into between parties who are not equal in bargaining power should not be enforced but it must be struck down so clause 9 of the appointment letter is void-ab-initio and the management cannot take shelter of clause 9 of the appointment letter. It is obnoxious and oppressive to public conscience. It is against public good and if such a clause is given effect to it would be harmful and injurious to public interest.

It was further submitted by the management that termination of services is non-stigmatic order of discharge simplicitor. Even if the order is non-stigmatic the management cannot pass it as it is unconscionable bargain and it is irreconcilable with what is right or reasonable so even albeit the termination of service is non-stigmatic. Clause 9 of the appointment letter is against public policy and public good and public interest so it is void in view of section 23 of the contract act. Since clause 9 of the appointment letter is against public policy, the service of the workman cannot be terminated having recourse to clause 9 of the appointment letter. Such clause in the appointment letter has been held to be un-reasonable and against public consciousness in AIR 1986 SC 1571 so the termination of the service of the workman in view of clause 9 of the appointment letter is not justified.

It was submitted from the side of the management that the workman has committed several misconduct and the same has been mentioned in the written statement. He indulged in pressure politics and pressurized the management to concede to his illegal demands as there was no competent Pilot to fly that helicopter. The management should have permitted to lead evidence even though no chargesheet has been issued to the workman in view of 1992 (II) LLJ Page 777 and service can be terminated in view of 2002 LLJ Vol. I Page 186 as the management has lost confidence in the workman. My

attention was drawn to 2001 FIR Vol. 98 Page 710, the Hon'ble Supreme Court has held that there is no fetter on the powers of the labour Court or Tribunal requiring or directing the parties to lead additional evidence including production of document at any stage of the proceedings before they are concluded if on the facts and circumstances of the case it is deemed just and necessary in the interest of justice. The case is pending since 2001 as per the provisions of the ID Act it should be decided within one year at the maximum so it is not in the interest of justice that the workman should be further harassed by permitting the management to lead evidence. The management has been given permission to lead evidence and the management has examined his witness. It is not expedient in the interest of justice that the management should be permitted to prove the charges as there was no existence of any charge at the time of termination of the service and no notice regarding misconduct of the workman has been given to him. So the allegations of the management shall be deemed to be after thought and no one should be permitted to prove the allegation which was not ground of termination of the service of the workman. The law cited by the management for adducing additional evidence to substantiate the charges is not applicable in the facts and circumstances of the present case.

It was further submitted by the management that in the service rules superannuation is 58 years and it is the discretion of the management to extend the service period beyond that. Since the relation of the workman and employer was embittered and strangled the management can certainly not have extended the service of the workman beyond 58 years, the normal tenure of the service as per the rules. The management drew my attention to 1987 LLN (1) Page 230, 1987 FLR Vol-70. From perusal of the law cited above it becomes quite obvious that the discretion vested in the management cannot be exercised by any Court or Tribunal. Extension of service is granted taking into consideration satisfactory discharge of duties. The management was of the view that the workman was not discharging his duties to the satisfaction of the management so had he been in service the period of his tenure could not have been extended beyond 58 years. The discretion which is vested in the management cannot be exercised by any Court of law or Tribunal. It is the management who is the final authority to extend the service of the workman beyond 58 years. It was submitted from the side of the workman that had he been in service his tenure would have been extended to 60 years and beyond 60 years. The management terminated the services of the workman as he was not found amenable to discipline. So it cannot be expected from the management by any stretch of imagination that his service would have been extended beyond 58 years of age. The law cited by the management is squarely applicable in the present facts and circumstances of the case. So his service tenure can be of

58 years as provided in the service rules. The law cited by the workman applicant is not applicable in the facts and circumstances of the present case.

It was further submitted that it was the duty of the workman to show that he was not gainfully employed. The initial burden is on him thereafter he places material in that regard the employer can bring on record material to rebut the claim. The workman has not filed any document to show that he was not in gainful employment. The workman cannot be compelled to file evidence regarding negative aspect of his employment. He cannot file any certificate of non-employment. He has admitted that he flew the helicopter of ONGC for two months. The age of his superannuation is 6th March 2000 and his services were terminated on 05-10-1999. He should have worked up to 6th March 2000 had his services been not illegally and arbitrarily terminated so he could not have discharged his duties for more than six months after termination of his services. He is entitled to get back wages of six months only. It is his admission that he was gainfully employed in the establishment of ONGC so he was out of employment only for four months. It was submitted from the side of the management that his fixed salary was Rs. 15,823 and he could not be paid more than that in lieu of back wages. He has encashed a cheque of Rs. 15,823. Since the termination of services of the workman is arbitrary and illegal so he shall be deemed to be in continuous employment of the management and he is not entitled to get only fixed salary but he is entitled to get flying allowances and other allowances except TA. He was out of service so he is not entitled to get TA. He is entitled to get other allowances as well as the termination is nonest. A chart has been submitted by the workman applicant which indicates that his monthly average wages are Rs. 44,702 inclusive of salary, flying allowance, productivity, telephone etc. minus uniform and TA. Since his work was operational and he was out of employment for four months he is entitled to get wages of Rs. 44,702 per month. Had he been in service he should have got that amount for four months. The workman applicant cannot be reinstated as he has crossed his age of superannuation but he is entitled to get back wages @ Rs. 44,702 for four months only minus Rs. 15,823 already received.

The reference is replied thus :

The action of the management of M/s. India International Airways Limited at Delhi in terminating the services of Capt. M.P. Premi, Executive Pilot w.e.f. 05-10-1999 is neither just nor fair and nor legal. The workman applicant is entitled to get four months wages @ Rs. 44,702 minus Rs. 15,823 and the management is directed to make payment of the wages for four months @ Rs. 44,702 minus Rs. 15,823 within one month from the date of publication of the award. In case of default the workman applicant will be entitled to get 6% interest over the entire

amount i.e. four months wages at the rate of Rs. 44,702 per month minus Rs. 15,823 already received.

The Award is given accordingly.

Date : 11-08-2005

R.N. RAI, Presiding Officer

नई दिल्ली, 17 अगस्त, 2005

का. आ. 3237—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. एस. आई. हॉस्पिटल के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली-I के पंचाट (संदर्भ संख्या 23/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-2005 को प्राप्त हुआ था।

[सं. एल-15012/3/1997-आई.आर. (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 17th August. 2005

S.O. 3237—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/1998) of the Cent. Govt. Indus Tribunal-cum-Labour Court, New Delhi-I as shown in the Annexure in the Industrial Dispute between the Management of E.S.I. Hospital and their workman, received by the Central Government on 17-8-2005.

[No. L-15012/3/1997-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Shri S.S. Bal, Presiding Officer

I.D. No. 23/98

In the matter of dispute between :

Shri Des Raj,
S/o Sh. Mahavir Singh,
Through the General Secretary,
All India Engg. & Gen. Maz. Union,
E-127, Karampura,
New Delhi-110 015. Workman

Versus

E.S.I. Hospital,
Through the Dy. Director (Admn.)
Basai Darapur, Ring Road,
New Delhi-110 015. Management

Appearances : None for the Workman.
Shri Mohinder Kumar Asstt. for the
Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-15012/3/97-IR(M) dated 31-12-97 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of E.S.I.C.C. Hospital at Basai Darapur, New Delhi-15 in terminating the services of Shri Desraj, Mistri is just, fair and legal, If not, to what relief the workman is entitled to.”

2. Brief facts of this case as culled from record are that the workman Shri Desraj claimed himself to be an employee of U.P. Rajkya Nirman Nigam Limited and was transferred to E.S.I.C.C. Hospital Unit, Basai Darapur, New Delhi (respondent) and was working as Mistri since 199- drawing a salary and his last drawn monthly salary was 2080.00 and he worked satisfactorily without any complaint. However, management terminated his service illegally and without giving any notice and making payment in lieu of notice. The action of the management is arbitrary and unjust and violative of the provision contained in section 25-F of the I.D. Act and amounts to anti labour activities/practice and is liable to be quashed. It is further averred that the workman is entitled to be reinstated as the workman is still unemployed and has not been able to get any alternative job during his unemployment and he has claimed reinstatement with full back wages.

3. The case has been contested by the respondent by filing reply/written statement taking preliminary objection that the E.S.I.C.C. Hospital-respondent is not a proper party to the proceedings and U.P. Rajkya Nirman Nigam is a necessary party and the workman is the employee of U.P. Rajkya Nirman Nigam Limited and as such U.P. Rajkya Nirman Nigam is a necessary party in stead of E.S.I.C. Hospital respondent.

4. On merits it is not disputed that Sh. Deshraj worked in the E.S.I.C. Hospital Basai Darapur but it is stated that the workman is/was employed U.P. Rajkya Nirman Nigam which is liable to deal with his claim and E.S.I.C. Hospital has not terminated services of the workman U.P. Rajkya Nirman Nigam being his employer has terminated his services.

5. Written statement was followed by replication wherein the contents of the claim statement were reiterated to be correct while the contents of written statement were denied.

6. Thereafter the parties adduced evidence and after close of evidence matter was posted for arguments.

7. Workman last appeared on 22-1-2004 and thereafter he did not appear. On subsequent dates even after issue of notice he did not appear on 13-9-04 and the matter was fixed on 29-11-04, 1-3-05 and 23-3-05 and none appeared thereafter on behalf of the workman.

8. Perusal of the record shows that the workman claims that he was/is the employee of U.P. Rajkya Nirman Nigam Limited and transferred to E.S.I.C. Hospital, Basai Darapur and was working there since 1994 and his services were terminated by U.P. Rajkya Nirman Nigam (management) E.S.I.C. Hospital w.e.f. 3-2-97. On the other hand respondent claimed that E.S.I.C. Hospital is not employer of the workman claimant and he was employee of U.P. Rajkya Nirman Nigam and was posted/transferred to respondent E.S.I.C. Hospital premises to look after the maintenance work. That E.S.I.C. Hospital has given contract for maintenance to U.P. Rajkya Nirman Nigam which has taken contract for maintenance of building of E.S.I.C. Hospital and has opened their office in E.S.I.C. Hospital and the workman was employed by U.P. Rajkya Nirman Nigam to look after the maintenance work. Thus, accordingly to the respondent the workman was not their employee but of Rajkya Nirman Nigam. The question which needs determination in this case is whether the workman was employee of respondent. The workman has not placed any document on record showing that he workman was the employee of respondent. The documents placed by him on record do not indicate that he was employee of the respondent. The respondent witness MW1 in his cross-examination has stated that E.S.I.C. Hospital gives yearly contract to the U.P. Rajkya Nirman Nigam for maintenance of the buildings owned by them. He has not brought any document with him to show that he was transferred to E.S.I.C. Hospital, Basai Darapur, New Delhi. The workman has admitted it to be correct that his salary was being paid by U.P. Rajkya Nirman Nigam and all matters regarding his leave were considered by U.P. Rajkya Nirman Nigam. Thus statement made by the workman in his cross-examination goes to show that he (workman) was working as an employee of U.P. Rajkya Nirman Nigam and was working for the same. Even other wise he has not placed any document to show that he was employee of the respondent E.S.I.C. Hospital and thus workman has failed to establish that he was employee of the respondent E.S.I.C. Hospital. Even according to his own saying his services were terminated by U.P. Rajkya Nirman Nigam Ltd. as stated in his cross-examination while in his statement of claim he has claimed or stated that he was transferred to E.S.I.C. Hospital Unit and was working there but he has failed to show that respondent E.S.I.C. Hospital was under U.P. Rajkya Nirman Nigam Limited. On the other hand the respondent claims that E.S.I.C. Hospital is an independent body. Respondent has denied the claim of the workman and claims that his services have not been terminated by the respondent but U.P. by Rajkya Nirman

Nigam. Workman has failed to show that his services were terminated as claimed and that he was employee of respondent. He himself has admitted that his services have been terminated by U.P. Rajkya Nigam Limited. Thus the question of terminating his services by E.S.I.C. Hospital does not arise. The U.P. Rajkya Nirman Nigam is not a party to these proceedings and as such the reference is bad for non-joinder and misjoinder of party is to the present proceedings and is liable to be dismissed. There is no material on record to show that workman was employee of E.S.I.C. Hospital or that E.S.I.C. Hospital has terminated his services. In fact his service has been terminated by U.P. Rajkya Nirman Nigam which fact is admitted by workman in his cross-examination as stated above. The reference is, therefore, answered accordingly. File be consigned to record room.

Dated : 29-07-2005.

S.S. BAL, Presiding Officer

नई दिल्ली, 17 अगस्त, 2005

का. आ. 3238—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, सी.एस.बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी के पंचाट (संदर्भ संख्या 73/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-11)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 17th August, 2005

S.O. 3238.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2004) of the Industrial Tribunal-cum-Labour Court, Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Silk Board and their workman, which was received by the Central Government on 17-8-2005.

[No. L-22013/1/2005-IR(C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

Present : Smt. K. Suvarchala, M.A.B.L.,
Chairman-cum-Presiding Officer

Saturday, the 16th day of July, 2005

I.D. No. 73 of 2004

Between :

Ratna Rajaiah, S/o Pocham.

Ex. Timescale farm worker.

Age 41 years, R/o H.No. 5-11.

Lambadipally, Post Kishampet.

Chinnur Mandal, Distt. Adilabad

—Petitioner

And

1. The Joint Director,
Basic Tassar Silkworm Seed Organisation,
Central Silk Board (Govt. of India),
Bilaspur, Chattigarh.
2. The Asstt. Director, B.S.M. & T.C.,
Chennur Village and Mandal of Adilabad
District. —Respondents

This petition coming before me for final hearing in the presence of Sri P. Vishweshwar Rao, Advocate for the petitioner and of Sri S. Bhagavantha Rao, Advocate for the respondents and having stood over for consideration till this date, the court passed the following :

AWARD

1. The petitioner filed the petition U/Sec. 2-A(2) of I.D. Act, 1947 to declare the termination order dt. 18-5-2004 as null and void and to direct the respondents to reinstate the petitioner into service with continuity of service, attendant benefits and with full back-wages.

2. The averments of the petition are as follows :

The petitioner was initially appointed as casual Farm Worker by the respondent. The 1st respondent is the HEAD of their entire organisation. Later the petitioner was promoted as Time Scale Farm Worker w.e.f. 1-9-92, while so on 14-8-2003 a case was booked against him with a charge that he had involved in a theft took place in the office on 11-8-2003, wherein eleven bags of chemical fertilizer belonging to the respondents were stolen. The Police Chennur booked a case U/Sec. 457 and 380 of I.P.C., and arrested the petitioner. Thereafter, the petitioner was enlarged on bail. The respondents issued suspension letter to the petitioner w.e.f., 18-8-2003, and enquiry was conducted. The petitioner was removed from service without any valid reason. He went on leave with permission from 10-8-2003 to 14-8-2003 to attend the hospital duties in connection with the delivery problem of his daughter. This fact was known to the respondent No. 2 and others in the office. The total enquiry is against the principles of natural justice. The enquiry report was not furnished to the petitioner. There was no show cause notice of removal from service before his removal. The case was foisted by the Police. The respondents removed the petitioner from service arbitrarily in an unjust manner, without making proper enquiry. He has been facing lot of hardship in maintaining his family. Hence, he filed the petition for the above said relief.

3. To this, the respondents filed counter, denying the averments of the petition. It is further stated that the Central Silk Board is a statutory body established by an Act of Parliament, C.S.B., Act, 1948 which is functioning under the control of the Ministry of Textiles, Govt. of India, New Delhi. The appropriate Government in respect of

C.S.B., is Central Government. This Court has no jurisdiction to try the C.S.B. disputes. The petitioner was appointed as a casual labourer. He committed theft of 11 bags of fertilizer of urea and S.S.P., worth Rs. 2,422 from the office of the 2nd respondent on 11-8-2003 during midnight. The petitioner in collusion with one Lavudra Lachiram, S/o Kishan and one Banoth Vasanth, S/o Umla committed theft of 11 bags of the above fertilizer. One M. Muthyalu, time scale farm worker who was on night duty has given information to Doctor N. Rajeshwhara Rao, Asstt. Director, Field Incharge that a theft of 11 bags of fertilizer was committed on 11-8-2003. On 12-8-2003 on verification of the stock, the Asstt. Director had lodged a complaint with the S.I. of Police, Chennur. They have registered a theft case in Cr. No. 91/2003 in C.C. No. 56/2003 on the file of J.M.F.C., at Chennur against the petitioner. The property was recovered from the accused by the police and was produced in the court. There upon it was recovered from the possession of the court by the respondents. As per the instructions of the Central Office, the respondents No. 2 issued suspension order on 6-9-2003. Thereupon a chargesheet was issued on 11-12-2003. The petitioner had given reply to the chargesheet which was not convinced. A departmental enquiry was conducted into the charges. The petitioner participated in the enquiry. The 1st respondent after perusal of the record, terminated the services of the petitioner from 18-5-2004. The petitioner was absconding from duty without any leave from 10-8-2003 to 14-8-2003 in order to commit theft, with the help of two of his villagers. A fair and proper enquiry was conducted and the petitioner has not cross-examined the management witnesses. He had committed theft of government property worth Rs. 2,422 which is a serious misconduct. The charge is proved against the petitioner. The respondents had taken the action against the petitioner as per the rules. Hence, the petition may be dismissed.

4. On behalf of the petitioner, Ex. W-1 is marked.

On behalf of the respondents, Ex. M-1 to Ex. M-20 are marked.

5. Heard both sides.

6. The 1st and foremost defence put forth by the respondent is that the Central Silk Board was established by an Act of Parliament, C.S.B., Act, 1948, which is functioning under the control of the Ministry of Textiles, Government of India, New Delhi. Hence, the appropriate Government in respect of C.S.B., is the Central Government and this Labour Court has not jurisdiction to try the C.S.B. disputes.

While contradicting the above arguments, the Advocate for the petitioner vehemently argued that this Court is having jurisdiction to decide the dispute between the workman and the employer, though he belongs to Central Government. While saying so, he cited I.L. Naidu

and others Vrs. Union of India and others, reported in 2003-II ALT-470. His Lordships held that the contention regarding the non-applicability of Section 2-A(2) to an Industrial Dispute in relation to Hindustan Zinc Ltd., a Government of India undertaking, is wholly misconceived. The Industrial Disputes Act, 1947 is a Legislation enacted by the Parliament pursuant to the field of Legislation referable to entry 23 of List-III (Concurrent List) of the 7th Schedule r/w Art. 246 of the Constitution of India. The Act has been amended by the Industrial Dispute (A.P. Amendment) Act, 1987 (A.P. Act 32 of 1987). The Act was reserved by the Governor of Andhra Pradesh on 24-4-1984, for consideration of the President. The assent of the President of India was received on 22-7-1987, which assent was published in the A.P. Gazette on 27-7-1987. In view of the provision of Art. 254 (2) of the Constitution, the provision of Sec. 2-A(2) as incorporated in the Act by the A.P., Amendment Act, 32/87 is valid and operative. There is nothing in the phraseology of sub-sec. (2) of Sec. 2-A which limits the applicability of its provisions to "State Industries" as contended by the petitioner. His Lordship held that the contention of the petitioner about the non-applicability of Sec. 2-A(2) of the Industrial Disputes Act to the Central Government Industry, is without merit or force.

In the light of the above decision, it is clear that though C.S.B. is a Central Government undertaking, the petitioner is having right to initiate the dispute U/Sec. 2-A(2) of I.D., Act, 1947. Hence, this court is having jurisdiction to adjudicate the matter.

7. It is an admitted fact that the petitioner worked as farm worker in the respondent field. Theft of 11 bags of fertilizer had been taken place in the office of the 2nd respondent on 11-8-2003 midnight. The complaint of the Asstt. Director is marked as Ex. M-2. They had also registered a police case against the petitioner. The FIR, is marked as Ex. M-3. Case diary and recovery of property are marked as Ex. M-4. The panchanama is marked as Ex. M-5. The chargesheet is marked as Ex. M-6. The petition filed for return of property is marked as Ex. M-7. Under Ex. M-8 intimation was sent by the Asstt. Director to the Joint Director, Bhilaspur regarding the theft. Ex. M-9 is the intimation given by the Asstt. Director to the Member Secretary, Central Silk Board, Bangalore. The Member Secretary, CSB, Bangalore, advised the Asstt. Director to initiate disciplinary proceedings i.e., marked as Ex. M-10. The suspension order of the petitioner is marked as Ex. M-11. Chargesheet was issued by the Joint Director, Bhilaspur i.e., marked as Ex. M-12. The petitioner had given reply to the charge sheet i.e., marked as Ex. M-13. In that he stated that on the date of occurrence M. Muthyalu and R. Yellaiah, were on duty, at that time and he did not commit any theft. A false case was foisted against him. Dr. Jaya Prakash, Dy. Director, R.T.R.S., Warangal, was appointed as enquiry officer, that letter is marked as Ex. M-14. The

enquiry officer has addressed a notice to the petitioner to attend enquiry on 26-3-2004 which is marked as Ex. M-15. The petitioner participated in the enquiry. His statement is marked as Ex. M-16. The enquiry officer report and the statement of witnesses are marked as Ex. M-17. The enquiry officer had concluded that the petitioner had committed the theft. Sri S.S. Pavar, Asstt. Director was examined before the enquiry officer. He had given a report to the police.

The Advocate for the petitioner argued that the respondent had given the date as 11-8-2003 and the police had mentioned the date in the F.I.R., as 13-8-2003. To that, the witness is saying that the Asstt. Director N. Rajeswar Rao has changed the date and they had changed the date and sent to the Court.

8. The 2nd witness Dr. Rajeswar Rao deposed that he has lodged complaint about the theft, on 12-8-2003, but not on 14-8-2003 which date was mentioned by the police.

One Ade Mohan, Field Assistant deposed that the police had taken his signatures on some white papers and he was present when the police have recovered the fertilizers from the house of Siddam Arjaiah. He further stated that the theft had committed by some unknown persons.

The Chowkidar was also examined as a witness. He deposed that on 12-8-2003 at 4.00 p.m., he came to know with regard to the theft of chemical fertilizers. But he did not say anything with regard to the person who had committed the theft. One K. Goverdhan was also examined before the enquiry officer. He stated that he had visited the training hall on 12-8-2003 and that theft of 11 chemical bags was committed by un-known persons. These 3 witnesses did not state the involvement of the petitioner in the theft. There is no cross-examination to the witnesses.

The paper cutting is marked as Ex. M-19. In that also, it was stated that the theft was committed by some un-known persons. The termination order is marked as Ex. M-18.

After perusal of the statements recorded by the enquiry officer it is clear that there is no cross-examination done by the the petitioner. Whether the petitioner denied to cross-examine the witnesses or a chance was not given to the petitioner is to be considered? If the petitioner denied to cross-examine, that fact has to be recorded by the enquiry officer, which was not found in the statements. The presumption is that a chance is not given to the petitioner to cross-examine the witnesses.

9. The Advocate for the petitioner cited *Srivathsava Vs. Divisional Commercial Superintendent, Northern Railway, Allahabad* reported in 1962-II, LLJ-332, Their Lordships held that since the petitioner was not given an opportunity to cross-examine the witnesses who had given the statements, the enquiry proceedings are vitiated for violation of the principles of natural justice.

10. The Advocate for the petitioner argued that no show-cause notice was issued to the petitioner. After verifying the records filed by the respondents, it is clear that show cause notice was not issued to the petitioner after the enquiry was conducted.

11. The Advocate for the petitioner cited State of Maharashtra Vs. Bai Shankar Avalram Joshi and another reported in AIR-1969 S.C., 1302. The Hon'ble Supreme Court held that failure on the part of the competent authority to provide the petitioner with a copy of the enquiry officer report amounts to denial of reasonable opportunity as contemplated by Art. 311(2) of the Constitution. The Hon'ble Supreme Court further observed that the respondent was not aware whether the enquiry officer had reported in his favour or against him. If the report was in his favour, he would have utilised its reasoning to dissuade the Inspector General from coming to a contrary conclusion. If the report was against him, he would have put such argument or material as he could dissuade the Inspector General from accepting the report of the enquiry officer. The Hon'ble Court further observed that the Inspector General of Prisons had the report before him and the tentative conclusions arrived at by the enquiry officer were bound to influence him, and in depriving the respondents of a copy of the report he was handicapped in not knowing what material was influencing the Inspector General of Prisons.

In the present case also, no show cause notice was given to the petitioner. Further as discussed supra there is no cross-examination by the petitioner and it is not clear whether an opportunity was given to the petitioner to cross-examine the witnesses in the departmental enquiry or not? These facts show that the enquiry was not conducted following the rules and principles of natural justice. Hence, the domestic enquiry is invalid.

12. With regard to the criminal case, there is no whisper either from the petitioner or from the respondents, whether it is pending or whether it ended in acquittal or in conviction. As far as the departmental enquiry is concerned, it is vitiated as the enquiry officer has not followed the rules. When the enquiry conducted by the respondents is vitiated, the petitioner is entitled for his reinstatement. Hence, the respondents are directed to reinstate the petitioner into service without any back-wages, but with continuity of service.

In the result, the petition is partly allowed. The respondents are directed to re-instate the petitioner into service, without any back-wages, but with continuity of service. The petitioner shall be kept under observation for one year. There shall be no order as to costs.

Typed to my dictation, corrected and pronounced by me in the open court on this the 16th day of July, 2005.

Smt. K. SUVARCHALA, Chairman-
cum-Presiding Officer

Appendix of Evidence

Witnesses Examined

For Workman	NIL
For Management	NIL

Exhibits

For Workman :

Ex. W-1 Dt 18-5-2004 Removal order

For Management :

Ex. M-1	Dt 23-2-1993	Copy of Time Scale Labourer of petitioner, X-copy.
Ex. M-2	Dt 12-8-2003	Complaint of Asstt. Director, X-copy.
Ex. M-3	Dt 14-8-2003	F.I.R. in Crime No. 91/03 and concerned material documents, X-copies.
Ex. M-4	Dt 18-8-2003	Case Diary and recovery of property and seizer panchanama, X-copies.
Ex. M-5	Dt 18-8-2003	Offence acceptance seizer of Axe panchanama, X-copies
Ex. M-6	Dt 30-8-2003	Charge sheet, X-copy.
Ex. M-7	Dt 25-9-2003	Petition filed for return of property, X-copy.
Ex. M-8	Dt 21-8-2003	Asstt. Director intimated to Joint Director, BTSSO, Bilaspur, regarding theft, X-copy.
Ex. M-9	Dt 22-8-2003	Asstt. Director intimated to Member Secretary, Central Silk Board, Bangalore, X-copy.
Ex. M-10	Dt 04-09-2003	Telegrams to the Silk Board, Chennur by KN. Meenakshi, X-copy.
Ex. M-11	Dt 6-9-2003	Memorandum issued to petitioner, X-copy.
Ex. M-12	Dt 11-12-2003	Memorandum, X-copy.
Ex. M-13	Dt 18-12-2003	Reply to charge sheet, X-copy.
Ex. M-14	Dt 14-01-2004	Enquiry officer appointment lt. X-copy.
Ex. M-15	Dt 15-03-2004	Notice, X-copy.
Ex. M-16	Dt 27-03-2004	Statement of petitioner, X-copy.
Ex. M-17	Dt 27-03-2004	Enquiry report and statement of witness, X-copies.
Ex. M-18	Dt 18-5-2004	Removal order, X-copy.
Ex. M-19	Dt 14-8-2003	Eanadu Telugu news paper clipping, X-copy.
Ex. M-20	Dt 18-8-2003	Paper statement in Eanadu, X-copy.

नई दिल्ली, 17 अगस्त, 2005

का. आ. 3239—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल (संदर्भ संख्या 25/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-2005 को प्राप्त हुआ था।

[सं. एल-22012/250/2002-आई आर (सीएम-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 17th August, 2005

S.O. 3239.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of M/s. Eastern Coalfield Ltd. and their workmen, which was received by the Central Government on 17-08-2005.

[No. L-22012/250/2002-IR (CM-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT:

Md. Sarfaraz Khan, Presiding Officer.

Reference No. 25 of 2003

PARTIES:

The Agent, Satgram Project of
M/s. ECL, P. O. Devchandnagar,
Distt. Burdwan. ... Management

Vs.

The Secretary, Colliery Mazdoor Union,
(INTUC), Satgram Project Br.,
P. O. Devchandnagar,
Distt. Burdwan ... Workman

REPRESENTATIVES:

For the Management : None.

For the Workman (Union) : None.

INDUSTRY: Coal STATE: West Bengal

Dated 07-07-2005

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour vide its Order No. L-22012/250/2002-IR(CM-II) dated 09-06-2003 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Satgram Project under Satgram Area of M/s. E. C. Ltd. in dismissing Sri Jiten Kora, Timber Mazdoor from service w.e.f. 27-5-98 is legal and justified? If not, to what relief is the workman entitled?”

Having received the order of the aforesaid reference summons through the registered post were sent to the parties concerned which were duly served upon the respective parties. But unfortunately none of the representative of the parties appeared and filed any written statement on their behalf. It further transpires from the record that on 07-07-2005 one Taran Ganguly, Secretary, Colliery Mazdoor Union, Satgram Branch appeared and filed a petition mentioning that the workman concerned is not eager to contest the reference so the union is not willing to proceed with the case further.

In the light of the above facts and circumstances it is clear that the union is not interested in prosecution and as such it is not advisable to keep this reference pending any more. Accordingly it is hereby

ORDERED

That let a “No Dispute Award” be and the same is passed. Send the copies of award to the Ministry of Labour, Government of India for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 17 अगस्त, 2005

का. आ. 3240—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल (संदर्भ संख्या 7/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-2005 को प्राप्त हुआ था।

[सं. एल-22012/112/2001-आई आर (सीएम-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 17th August, 2005

S.O. 3240.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of ECL and their workmen, which was received by the Central Government on 17-08-2005.

[No. L-22012/112/2001-IR (CM-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL****PRESENT :**

Md. Sarfaraz Khan, Presiding Officer

Reference No. 7 of 2002

PARTIES :

The Agent, Satgram Project,
P. O. Devchandnagar,
Distt. Burdwan ... Management

Vs.

Sri Dinobondhu Mukherjee,
Personal Asstt.,
represented by Secretary,
Colliery Mazdoor Union (INTUC),
Satgram Project Branch,
P. O. Devchandnagar,
Distt. Burdwan ... Workman

REPRESENTATIVES :

For the Management : None

For the Workman (Union) : None

INDUSTRY : Coal STATE : West Bengal

Dated, the 2nd August, 2005

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour vide its Order No. L-22012/112/2001-IR(CM-II) dated 25-02-2002 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Satgram Project under ECL in not fixing the basic pay of Sri Dinobondhu Mukherjee at the rate of Rs. 3138.00 per month at the time of his promotion to the post of Personal Assistant is legal and justified ? If not, to what relief he is entitled to ?”

On having received the order of the aforesaid reference from the Ministry of Labour, Government of India, summons through the registered post with A/D. were sent to the both the parties concerned. The record goes to show that twice notices through the registered post were sent to the parties concerned which were personally and duly served upon the parties. But unfortunately even after the proper personal service of the notices none of the parties either did appear or take

any step on their behalf. The record further reflects that several adjournments were given for the appearance of the parties but to no effect. In such circumstances it is not proper to keep the record pending any more as no fruitful result is expected to come nor any purpose is to be served. Accordingly it is hereby

ORDERED

That let a “No Dispute Award” be and the same is passed. Send the copies of the award to the Ministry of Labour, Government of India for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 17 अगस्त, 2005

का. आ. 3241—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, ई. सी. एल. प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल (संदर्भ संख्या 6/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-2005 को प्राप्त हुआ था।

[सं. एल-22012/17/2003-आई आर (सीएम-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 17th August, 2005

S.O. 3241.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 6/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of M/s. ECL and their workmen, which was received by the Central Government on 17-08-2005.

[No. L-22012/17/2003-IR (CM-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL****PRESENT :**

Md. Sarfaraz Khan, Presiding Officer

Reference No. 6 of 2004

PARTIES :

The Agent, Khas Kajora Colliery,
Kajora Area of M/s. ECL
P. O. Kajoragram,
Distt. Burdwan ... Management

Vs.

Sri Prem Chand Paswan, Driver,
represented by Sri S. K. Pandey,
General Secretary of the Union ... Workman

REPRESENTATIVES:

For the management : Sri P. K. Das, Advocate

For the Workman (Union) : Sri S. K. Pandey,
General Secretary,
Koyala Mazdoor
Congress, Asansol.

INDUSTRY : Coal STATE : West Bengal

Dated, the 08-07-2005

AWARD

In exercise of the powers conferred by clause (d) of sub-section (I) and sub-section 2(A) of the Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour vide its Order No. L-22012/17/2003-IR(CM-II) dated 19-01-2004 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Khas Kajora Colliery, under Kajora Area of M/s. Eastern Coalfields Limited in dismissing Sh. Prem Chand Paswan, Driver from service is legal and justified? If not, to what relief the workman is entitled?"

After having received the order of the aforesaid reference from the Ministry of Labour, Government of India, summons through the registered post were issued to the respective parties. In pursuant to the service of the said summon both sides appeared through their representatives. It is further clear from the record that written statement was filed on behalf of the union but since no written statement was filed in spite several adjournment on behalf of the management, the case was fixed for exparte hearing. On 08-07-2005 was the date fixed for hearing of the case as exparte but unfortunately neither the union did appear nor any step was taken on its behalf. It indicates that the union is not interested to proceed with the case. Accordingly it is hereby

ORDERED

That let a "No Dispute Award" be and the same is passed. Send the copies of award to the Ministry of Labour, Government of India for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 18 अगस्त, 2005

का. आ. 3242—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम

न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 95/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-2005 को प्राप्त हुआ था।

[सं. एल-12012/131/2003-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 18th August, 2005

S.O. 3242.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen, which was received by the Central Government on 17-08-2005.

[No. L-12012/131/2003-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
LUCKNOW**

PRESENT :

Shri Sant Shukla, Presiding Officer

I. D. No. 95/2003

Ref. No. L-12012/131/2003-IR (B-II) dt. 18-9-2003

BETWEEN :

Sri Rajesh Tomar S/o Sh. M. S. Tomar,
Awada Puri Colony, Post Office Krishna Nagar,
Mathura.

AND

The Dy. Gen. Manager,
Syndicate Bank,
Zonal Office Meerut Wing,
University Road,
Meerut (U. P.).

AWARD

The Government of India, Ministry of Labour referred the following dispute for adjudication to Presiding Officer CGIT-cum-Labour Court, Lucknow :

"Whether the action of the Deputy General Manager, Syndicate Bank, Meerut and Appellate Authority in imposing the punishment of compulsory retirement vide order, dated 29-4-2002, 6-8-2002 respectively on Shri Rajesh Tomar is legal and justified if not, what relief is the concerned workman entitled?"

Worker's case is that while he was posted as Attender at Sahar Branch of the Syndicate Bank he was served with a charge sheet No. ZOL-M/IRC/COS(W)-34/2001 dated 16-8-2001. Subsequent to the issuance of the charge sheet the disciplinary authority instituted an enquiry to investigate the charges as contained the charge sheet and appointed Sri R. K. Garg, Chief Officer, Meerut as enquiry officer. He conducted the enquiry on 26-11-2001 and conclude the same day. Whereafter he submitted his findings dt. 22-12-2001. After affording opportunity to the worker to make submissions over the findings of the enquiry officer, the Dy. General Manager/Disciplinary Authority issued show cause notice vide no. ZOL-M/IRC/163/COS(W)-34/PH/2002 dated 18-3-2002 in which he proposed punishment 'Dismissal' from service of the Bank. In the said show cause notice a personal hearing was also proposed to be granted. Personal hearing was granted on 22-2-2002 the disciplinary authority inflicted the following punishment upon the worker :

"Sri Rajesh Tomar be and is hereby removed from the service of the Bank with superannuation benefits i.e. Pension and/or Provident Fund and Gratuity as would be due otherwise under the rules or regulations prevailing and without disqualification from future employment."

Vide his order No. ZOL/M/DGMS/PRS(W)-06/2002 dated 29-4-02.

Aggrieved from the said punishment order the worker submitted an appeal dt. 29-4-2002 to the General Manager (P) Appellate Authority, Head Office, Manipal.

The Appellate Authority after granting a ritualistic personal hearing amended the punishment of removal from the bank's service inflicted by the disciplinary authority to Compulsory Retirement vide his order No. 56/PD/IRD(W)/DA-7 dated 6-8-2002. Aggrieved with the order, the worker raised an industrial dispute before the Asstt. Labour Commissioner (C), Kanpur. The worker has alleged that the punishment order of compulsory retirement is illegal and unjustified on the following grounds :

- (1) The enquiry officer conducted the enquiry in irregular manner and in contravention of Clause 19.16 of the Bipartite Settlement dt. 19-10-66. The enquiry officer ought to have recorded the statement of management witness produced in course of the enquiry in Hindi language. In view of this the enquiry conducted stands vitiated and the punishment inflicted deserves to be set aside.
- (2) The amount was not paid by Sri Timtoo in view of which the charge that the worker collected money from Sri Timtoo is wrongly mentioned in the chargesheet. The amount was not received by the worker with an assurance that the worker

will prevent branch authorities from filing RC with Tehsil authorities. Thus the charge levelled against the worker is false.

- (3) Sri Timtoo has not been produced as witness in the course of enquiry. Therefore their statement have no evidential value.
- (4) The enquiry officer did not hold the worker of giving any assurance for getting the RC stopped. The disciplinary authority concurred with this finding and therefore it is clear that worker committed no gross misconduct since even incurring debts to an extent considered by the management as excessive in a minor misconduct in terms of paragraph 7(1) of the Bipartite Settlement dt. 10-4-02 or paragraph 19.7 of the Bipartite Settlement dt. 19-10-66.

In view of the foregoing grounds this punishment order inflicted upon the worker deserves to be set aside. It has therefore, been prayed that Tribunal may hold that the action of the Dy. General Manager, Syndicate Bank, Meerut and Appellate Authority in imposing the punishment order of compulsory retirement is illegal and unjustified and may kindly pass the order taking back the worker Sri Rajesh Tomar back in service with full back wages and other consequential benefits.

Opposite party has filed the written statement. It is admitted by the Regional Manager that Sri Rajesh Tomar was compulsory retired from the services of the bank. It is also admitted that the worker was served with a charge-sheet as alleged by him. The allegation of the opposite party is that the worker was work as attender at Sahar branch, a crop loan under COD 159/98 for Rs. 5,000 was sanctioned to one Sri Yad Ram son of Sri Timtoo on 17-8-98 repayable on or before 31-3-99. The record reveals that there were no repayments to the crop DD 159/98 and the branch issued two registered notices on 6-10-99 and 18-8-2000 recalling the dues from Sri Yad Ram. Sri Rajesh Tomar accepted/took Rs. 2000 in instalments on various dates from Sri Timtoo, the father of the borrower with an assurance that he will prevent branch authorities from filing RC with Tehsil authorities for recovery of the over dues loan. The branch filled RC for recovery of the dues with the competent authority on 8-9-2000. Sri Timtoo complained to Sahar branch that Sri Rajesh Tomar collected Rs. 2,000 in aggregate from him with an assurance to stall the filing of RC with Tehsil Authority. On 11-12-2000 Sri Rajesh Tomar confirmed in writing that he has collected Rs. 2,000 from the complainant and assured Sahar Branch Manager that he will repay the amount by 2-1-2001. On 2-1-2001 Sri Yad Ram and Sri Timtoo again reiterated the complaint was made by Sri Timtoo against him. On 14-2-2001 the bank called for the explanation of the worker in respect of the said complaint for which he did not offer his explanation but vide his letter dt. 22-2-01 he informed

to the Sahar Branch Manager that he was unable to pay the money to Sri Yad Ram and that he will repay the same by 10-3-2001. On 27-2-01 he credited Rs. 2,000 to the COD A/c. No. 159/98 of Sri Yad Ram and vide letter dt. 27-2-01 informed the same to the Manager of Sahar Branch. On 18-4-01 he submitted his explanation to the Dy. General Manager, Zonal Office, Meerut informing that he could not credit the amount of Rs. 2,000 received from Sri Yad Ram as he was not aware of his loan account number and that he credited the amount on 27-2-01 after knowing the loan account number. It is alleged that Sri Rajesh Tomar with a dishonest intention of deriving undue pecuniary benefits for self at the cost of the customer/bank demanded/collected money from the father of borrower customer of the branch with a false assurance that he will prevent filing of RC before the Tehsil Authority and the borrower customer complained to the branch after RC was filed by the branch and worker reimbursed the amount to the loan account of the customer on 27-2-2001. In the circumstances appearing against the worker are more fully narrated in the chargesheet. Since the worker Sri Rajesh Tomar failed to submit the reply to the chargesheet the matter was proceeded with by holding departmental enquiry against him. As such enquiry officer was appointed by the disciplinary authority. Enquiry Officer informed the worker regarding holding the enquiry at Zonal Office, Meerut on 12-11-2001 which was subsequently postponed to 26-11-01 vide enquiry officer's letter No. RKG/ENQ/CGS(W)-34/2001 dated 12-11-2001 at the request of the worker. Enquiry Officer had provided all documents relied by the management to the worker and conducted the enquiry and submitted his findings vide report dt. 22-12-2001 holding Sri Rajesh Tomar was guilty of the charges levelled against him. The disciplinary authority had forwarded the copy of the enquiry report to the worker vide letter No. ZOL-M/IRC/810/CGS(W)-34/2001 dated 26-12-2001 to enable him to make his submission on the enquiry report and the worker vide his letter dated 12-1-2002 submitted his submissions on the enquiry report. The disciplinary authority after carefully going through the records of the case including the report and submission made by the worker found that the enquiry was held as per the provisions of the Bipartite Settlement and also in accordance with principle of natural justice by giving fair and reasonable opportunity to the worker to defend his case. The disciplinary authority after going through the report as well as the submissions of the worker was convinced that Sri Rajesh Tomar was guilty of the charges levelled against him. Considering the seriousness of the acts of misconduct the disciplinary authority had proposed the punishment of "Dismissal from the services of the Bank" vide letter dt. 18-3-2002. The disciplinary authority has also given a personal hearing on 22-4-02 to the worker. The disciplinary authority after going through all the records of the case was fully satisfied that the charges levelled against Sri Rajesh Tomar is established

in the enquiry and also found that the proposed punishment would not be disproportionate to the gravity of the misconduct committed by Sri Tomar and accordingly awarded the punishment of Removal from the services of the Bank with superannuation benefit i.e. pension and/or provident fund and gratuity as would be due otherwise under the rules and regulations prevailing and without disqualification from the future employment. It is admitted that appeal before the Appellate Authority the worker Rajesh Tomar was given one more opportunity of personal hearing by the Appellate Authority before arriving to any conclusion. The Appellate Authority did not find any merit in various submissions made by the worker in his appeal and during the personal hearing before him, however, on consideration of the background of the worker the Appellate Authority had taken lenient view and modified the punishment to that of "Compulsory Retirement". Acts of misconduct committed by the worker are grave in nature, the bank has lost confidence in him and the worker is not a fit person to be kept in the services of the bank and as such he is not liable to be reinstated in the services of the bank. As regards Hindi version of the charge sheet and suspension orders it is alleged that clause 19.16 of Bipartite Settlement was provided to the worker by the Zonal Office. Further all the enquiry proceedings except witness of MW-1 is recorded in Hindi i.e. the language known to the worker. As regards to the witness of MW-1 is concerned it is stated that since the management witness was not well conversant with Hindi, deposition was recorded in English. The deposition was translated in Hindi and read over to the worker before all the participants in the enquiry. Nothing to that effect is also made in the proceedings in Hindi below the deposition of MW-1 recorded and the same is signed by the worker. It has come on record through the evidence of the management vide MEX-2 that on 4-10-2000 Sri Timtoo son of Sri Buddhu complained in writing to Sahar branch that Sri Rajesh Tomar worker had collected Rs. 2,000 in total in instalments with the assurance that he would prevent the bank authority from filing RC with Tehsil Authority in respect of crop overdraft of Sri Yad Ram his son. The above fact is also supported by MEX-04, the complaint made by Sri Yad Ram son of Sri Timtoo stated that as the RC was filed with Tehsil Authority in the above case, the borrower asked the worker to reply him the amount of Rs. 2,000 given to him. The worker vide MEX-03 assured the repayment of the amount by 2-2-2001 but the amount was not paid by 10-3-01 vide MEX-06 which has also come on record vide MEX-07 that Rs. 2,000 were repaid by the worker by depositing the said amount towards COD 159/98 on 27-2-01. As such the contention raised in statement of claim that the amount is not paid by Sri Timtoo and same is not received by the worker, can not be accepted. The management witness has clearly stated that for the purpose of investigation on 12-6-01 and 13-6-01 he visited Shibal Village and contacted Mr. Timtoo father of Sri Yad Ram and collected the

statement and relevant records. The statement of Mr. Timtoo was recorded on 13-6-01 in the presence/ witness of Sri Mohan Shyam village Shival, Tehsil Chhata Distt. Mathura and Sri Vasudeo S. Sudalkar, Asstt. Manager, Sri Timtoo in his statement on 13-6-01 has informed to the Investigating Officer that his son Yad Ram has expired on 5th May. As such it is irrelevant to raise this contention that he did not meet complainant, Sri Yad Ram therefore, his investigation and his evidence prove nothing. Despite giving the opportunity the worker did not prefer to cross-examine the management witness. The entire evidence on the record of the management could not be rebutted by the worker in the departmental enquiry. Despite giving the opportunity. Thus the enquiry held in this matter. It is clearly established that the worker had taken Rs. 2,000 from the father of borrower giving him assurance that he will prevent the branch from filling RC with the Tehsil Authority. In view of the forgoing facts the management has prayed that this tribunal hold that the industrial dispute raised by the worker is not maintainable as the same is liable to be dismissed at this stage.

The worker filed the rejoinder in which the worker reiterated his plea taken in the statement of claim and has alleged that complaint of Sri Timtoo was not produced in the enquiry and was not provided opportunity to cross-examine him. It is also alleged that an enquiry was conducted in English language and worker has no knowledge of English and no defence counsel was allowed by the management and the management witness have never been cross-examined. The worker verbally requested to produce his defence witness but the management did not except his request and said it is not required.

The management has filed following documents :

1. Photocopy of charge sheet No. ZOL-M/IRC/CGS(W)/34/2001 dated 16-8-2001.
2. Photocopy of Reply.
3. Photocopy of order of appointment of Enquiry Officer No. ZOL/IRC/684/CGS(W)-34/2001 dt. 20-10-2001.
4. Photocopy of notices issued by Enquiry Officer
5. Photocopy of enquiry reporting proceedings dt. 26-11-2001.
6. Photocopy of all documents filed in enquiry.
7. Photocopy of enquiry report and its forwarding to workman No. ZOL/IRC/810/CGS(W) 34/01 dt. 26-12-01.
8. Photocopy of submission on the enquiry by workman dt. 12-1-2002.
9. Photocopy of order of Disciplinary Authority of proposed punishment No. ZOL/IRC/183/CGS(W)-34/PH/01 dt. 18-3-02.

10. Photocopy of minutes of personal hearing dt. 22-4-02.
11. Photocopy of letter given by workman in personal hearing dt. 22-4-2002.
12. Photocopy of removal order of disciplinary authority No. ZOL-M/DGM/PRS(W)-06/02 dt. 29-4-2002.
13. Photocopy of order of Appellate Authority No. 56/PD/IRD(W)/DA-7 dated 6-8-2002.
14. Photocopy of order of suspension in Hindi.
15. Photocopy of chargesheet in Hindi.

The worker has examined himself in support of his case and also examined Sri Timtoo. On the other hand the management has examined Sri D. N. Mutalik, Manager and Sri R. K. Garg, Enquiry Officer.

Worker's representative or the worker did not turned up in the court till 2.P. M. and therefore there was no other alternative left then to hear the management representative Sri Vinay Shankar.

Perused evidence on record carefully and heard the representative of the management. It is admitted fact that charge sheet was received by the worker and he was aware of the charges levelled against him but he preferred not to send any reply on the charge sheet. Although last para in the charge sheet it is clearly written "you are required to submit your written statement of reference if any, within 15 days from the date of receipt of this charge sheet".

When there was no explanation to the charge sheet the management has no alternative then to proceed with the departmental proceedings against the worker. The departmental enquiry was conducted, this is admitted. It is also admitted that during the course of enquiry the worker signed the proceedings.

The enquiry proceedings dt. 26-11-01 is on the record wherein the statement of worker, is written, extract is as following : Worker gave his statement is not disputed as evident from his statement in the cross-examination.

यह सत्य है कि मैंने यादराम से 2,000 रुपये लिये थे परन्तु यह रकम मैंने व्यक्तिगत रूप से अपने घरेलू परिस्थितिवश ऋण के रूप में लिये थे, उस समय मेरा पुत्र काफी बीमार था जिसके इलाज के लिये यह रकम मैंने ली थी। परन्तु दुर्भाग्यवश वह जीवित नहीं बच सका तदोपरान्त उसने मुझसे यह रकम अपने COD खाता सं. 159/98 में जमा करने को कहा, क्योंकि मैं यादराम के लोन खाता संख्या भूल गया था अतः रकम उसके खाते में जमा नहीं कर पाया। बाद में खाता संख्या मालूम होने के पश्चात् वह पैसा उसके COD खाता संख्या में जमा करा दिया। उस संबंध में एक पत्र मैंने बैंक को भी दिया था।”

The worker however, could not tell the date month on which he took the personal loan from borrower Sri Yad Ram.

Sri Rajesh Tomar has also admitted in his cross-examination that after taking loan his son Kamal expired and he was suffered from Typhoid. Worker could not tell when his son expired. About Sri Yad Ram he has stated he was a cultivator and selling the vegetables and Sri Yad Ram had 8 to 10 Bigha land. He has also stated that about 45 Km. from his house. It is also admitted that Sri Yad Ram has taken loan Rs. 5,000 from the bank. He has also stated that bank reimburses the sickness reimbursement of children to its employees and bank also gives advances/loan to the employees. He has also admitted that he had a Provident Fund account and he could have taken the loan from that account. He has also admitted that he know that no employee can not take loan from the bank's customers. Sri Rajesh Tomar an educated person and passed Intermediate as has been admitted by him. There is a letter dt. 11-12-2000 of the workman which is paper no. 13/21 on the file. The letter runs is as follow :

सेवा में,

महोदय निवेदन है कि याद राम पुत्र श्री टिमटू, निवासी ग्राम सीवान छाता, जिला मथुरा से मैंने पैसे लिये थे एक तारीख 2-1-2001 को पैसा निकाल कर दूंगा जो रु. 2,000 वापस कर दूंगा।

भवदीय

ह./-

राजेश तोमर

In the aforesaid letter there is no mention that he took loan from Sri Yad Ram. This letter is admitted to Sri Rajesh Tomar in his cross-examination at page no. 4 he admits that he has written this letter and delivered to the bank. He has also admitted that Sri Yad Ram complaint against him on 20-1-2001. He has stated very clearly that :

“यह शिकायत की थी कि हमने रु. 2,000 लेकर यह आश्वासन दिया था कि RC की फाइल तहसील नहीं जाने देंगे उसके बावजूद RC फाइल तहसील चली गई। याद राम से मेरी कोई दुश्मनी नहीं थी।”

Sri Rajesh Tomar has also stated in his cross-examination that during the course of his enquiry he stated that he will defend himself. The opposite party's representative argument is that if the worker himself does not want the assistance of any helper he (Banker) could not be forced to provide helper against his wishes if the worker himself offers to defend the case himself then in that case it can not be said that the worker has not given opportunity to defend the case.

The worker has also admitted in the cross-examination that during the course of enquiry Sri D. N. Mutalik was examined in his presence the statement was recorded in English and the enquiry officer recorded that statement and translated in Hindi and was read over in the presence of every body. The worker has also admitted his signatures on it. He has also admitted that the enquiry officer recorded :

इस समय CSC को MW-1 के cross-examination का अवसर दिया जाता है CSC ने सूचित किया कि वह भी यादराम से रुपया 2,000 लेने की बात पहले ही स्वीकार कर चुका है यह रकम उसने किन परिस्थितियों में ली है यह पहले बता चुका है अतः MW-1 का cross examination नहीं करना चाहता।

The worker in his cross-examination has also said that he did not produce any evidence in his defence. The worker's case is that he has taken loan from borrower Sri Yad Ram. He has also stated that he never went to Tehsil and he has also admitted that he deposited Rs. 2,000 in the bank on 27-2-2001 in the accounts of Sri Yad Ram.

Sri D. N. Mutalik has stated in the examination in chief that during the course of preliminary enquiry he enquired from father of Sri Yad Ram named Sri Timtoo. Sri Timtoo told to Sri Mutalik that Sri Rajesh Tomar received Rupees Two Thousand from him and with a view that he will prevent the filing of RC in Tehsil. Sri Mutalik also proved that they complained for this act of Sri Rajesh Tomar in the bank on 4-10-2000 and 22-1-01. He has also stated Sri Timtoo gave his statement in writing which was got written by another person. He has also stated that Sri Rajesh Tomar in his statement admitted for taking of Rs. 2,000 from Sri Timtoo and Sri Yad Ram and also stated that he has deposited the amount in the account of Sri Yad Ram on 27-2-01. Witness has also stated that he has forwarded preliminary enquiry report on 16-6-2001. Departmental proceedings were conducted after the submission of his report.

Sri Mutalik has also stated that his statement was in English and during the course of his statement Enquiry Officer translated in Hindi and communicated the same to worker Sri Rajesh Tomar and Sri Tomar did not produce any evidence. Sri Mutalik has also stated in the cross-examination when he went for preliminary enquiry in the village of Sri Timtoo he met Sri Timtoo and not Sri Yad Ram because Sri Yad Ram is no more.

The complaint of Sri Yad Ram and his father Sri Timtoo is on record i.e. paper no. 13/20 and 13/22.

I have gone through the enquiry proceedings of 21-11-2001 the statement of MW-1 Sri D. N. Mutalik. From careful perusal of the said proceeding I come to the conclusion that the worker was given the copies of documents and opportunity to cross-examine MW-1. It is also evident from the proceedings that the worker was given opportunity to cross-examine him. It is also incorrect to say that he (worker) demanded assistance of some one and he was deprived assistance of that helper.

I have perused the enquiry report and after careful perusal of evidence the enquiry officer has given his conclusion in the 2nd para which is as under :

“Thus from the Management evidence brought on record and also from the admission of the CSE during the enquiry, it is clearly established that the CSE had taken money of Rs. 2,000 from Sri Timtoo father

of Sri Yad Ram which he deposited later on into COD A/c. No. 159/98 of Sh. Yad Ram S/o Timtoo, on the complaint of customer/borrower.

Thus the enquiry report is also not perverse and the findings of based on the record. There is also no violation of Bipartite settlement as alleged by the worker in the statement of claim. The worker has been given opportunity of hearing at every stage i.e. to say after submission of enquiry report before passing the punishment order by the disciplinary authority. The Appellate Authority has in his order at page 4 written that the contention of applicant that he was forced by domestic circumstances i.e. death of his son to commit misconduct due to severe financial crises is not tenable inasmuch as "I find from the records that the said contention has no direct bearing of misconduct committed by him since there are other avenues/loan facilities are available to the employees in the bank to meet unforeseen financial exigencies. His contention that his family is solely dependent on his salary income and his wife is sick/bedridden, does not hold water as the reason quoted by the appellant will not absolve him from the misconduct. His other contention that he had already reimbursed the amount and as such pleading for lenient view, is not acceptable to me as reimbursement of amount is not a reason for seeking excuse from the misconduct committed." Appellate authority at the same time has written that "having regard to the gravity of misconduct and on consideration of the background of the appellant" I take a lenient view and accordingly modify the punishment order to compulsory retirement.

It is necessary to see as to what punishment the disciplinary authority awarded and what is modified :

**Punishment order of
Disciplinary Authority**

1. Removal from the services of the bank with superannuation benefit i.e. Pension and/or PF and Gratuity as would be due otherwise under the rules or regulations prevailing and without any disqualification from future employment.

**Punishment order of
Appellate Authority**

- Compulsory retirement

I do not find any difference between 2 punishments awarded by the disciplinary authority and appellate authority and it is clear that the management of the bank wants to take lenient view considering background of the workman. Once a lenient view is taken the punishment ought to have been reduced accordingly.

In the circumstances of above facts of the case the Appellate authority was himself inclined to take lenient view. It will be in the interest of justice to award modified the punishment as follows :

1. Stoppage of 2 increments with cumulative effect.

2. No back wages for the period he was out of employment as a consequence of misconduct till reinstatement. The period shall be treated as nonest.

3. The worker shall be reinstated within 2 months from the publication of award without any consequential benefits such as leave due, payment of bonus for that year, increments etc.

The issue is answered accordingly.

Lucknow
10-8-2005

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 18 अगस्त, 2005

का. आ. 3243—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-2, धनबाद के पंचाट (संदर्भ संख्या 301/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-2005 को प्राप्त हुआ था।

[सं. एल-12012/65/1999-आई आर (बी-11)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 18th August, 2005

S.O. 3243.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 301/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure. in the industrial dispute between the management of Union Bank of India and their workmen which was received by the Central Government on 17-08-2005.

[No. L-12012/65/1999-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD**

PRESENT:

Shri B. Biswas, Presiding Officer

**In the matter of an Industrial Dispute under Section
10(1)(d) of the I. D. Act, 1947**

Ref. No. 301 of 1999

PARTIES:

Employers in relation to the Management of Union Bank of India and their workmen.

APPEARANCES :

On behalf of the workman : Mr. D. Mukherjee,
Advocate.

On behalf of the employers : Mr. D. K. Verma,
Advocate.

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 25th July, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/65/99/IR(B-II), dated, the 6th October, 1999.

SCHEDULE

“Whether it is a fact that car of the management of Union Bank of India was driven by the disputant Md. Muslim Qureshi continuously for a period of six years since 13-12-1992?”

AND

“Whether discontinuance of his service as a driver by the management and denial of regularisation of his services from the initial date of engagement is proper, justified and legal? If not, what relief is the disputant entitled to?”

2. Case of the concerned workman according to Written Statement submitted by him in brief is as follows :

Concerned workman submitted that on 13-10-1992 he was appointed as Driver by the management i.e. Union Bank of India and posted at Union Bank of India, Regional Office Kali Babu Street, behind Civil Court, Ranchi for driving Bank's Car. The said car was utilised by the Regional Manager, Shri G. Subba Rao for the official purposes of the Bank. After transfer of Shri G. Subba Rao, Sri L. Sitiya, joined as Regional Manager at Union Bank of India, Regional Office, Ranchi and said officer also allowed the concerned workman to work as driver. After transfer of Shri L. Sitiya he worked under Shri D. K. Surmwar, Asstt. General Manager, Union Bank of India, Regional Office, Ranchi.

He submitted that he worked as Driver under the supervision and control of the management continuously without any break till the date of his discontinuation/termination i.e. 31-8-1998 after rendering six years of continuous service in the capacity of Driver. He submitted that relationship of master and workman existed between him and the management during his employment. He submitted that he received his salary from the management. Apart from his salary he also used to receive other benefits such as loans from the management as provided to other regular employees. He disclosed that on 31-1-1997 from

the Zonal Office, Calcutta a letter was sent to the Regional Manager, Regional Office, Ranchi for submitting information of Driver attached to the Executive of the Union Bank of India and for this a format was also sent along with that letter. In compliance of the direction given by the Zonal Office, the Regional Manager, Regional Office, Ranchi submitted information in respect of him who started working as Driver with effect from 13-10-1992. Again on 2-4-98 he submitted representation to the Regional Manager, Union Bank of India, Regional Office, Ranchi with prayer for his regularisation as permanent driver. On 4-4-98 the Regional Manager recommended his name and also requested the Dy. General Manager, Zonal Office, Calcutta for recruitment of Driver as per the policy of the Central Management Recruitment of the Bank. He submitted that there is practice in the Bank that firstly Driver is appointed on casual basis for the Executives of the Bank and after completion of regular service for more than 240 days driver is absorbed on regular post. In support of this claim he submitted that Shri Vijay Narayan Jha was engaged as driver on casual basis under the management of Union Bank of India, Regional Office, Patna like him and as per rule of the Bank he was absorbed as driver on permanent basis by the management. He disclosed that as per rule he submitted representation to the management for his regularisation in permanent capacity as driver but his request was not acceded to by the management in spite of his prayer was recommended by the then Regional Manager. On the contrary in spite of rendering continuous service from 1992 to 1998 management illegally, arbitrarily and violating the principle of natural justice terminated him on verbal notice without assigning any reason and also without complying the provision of law. Accordingly he raised an industrial dispute for conciliation which ultimately resulted reference to this Tribunal for adjudication. Accordingly he submitted his prayer to pass Award directing the management to regularise him as permanent driver from the date of his appointment with back wages, and other consequential relief.

3. Management on the contrary after filing Written Statement-cum-rejoinder have denied all the claims and allegations which the concerned workman asserted in his Written Statement. It is submitted by the management that the concerned workman was never selected by the selection committee of the Bank as per recruitment rules of the management. As such he was never employed as an employee of the Bank. As no employer and employee relationship existed between the Bank and the concerned person no industrial dispute can be raised either by him or by any person on his behalf. Further as the dispute referred to above is not due to dismissal, discharge or termination of service it is not maintainable under Section 2A of I. D. Act, 1947. It has been submitted that management of the Bank provided a car to the executive head of the Regional

Office of the Bank at Ranchi for his use so as to ensure in discharging his responsibilities in the matter of management, control, direction and supervision of the Bank effectively in all respect. Such executive is reimbursed the expenditure for engaging a driver on the basis of his own selection after adjudging suitability, competency and qualities he possesses on the basis of which he can repose confidence on such person. Such driver remains under the direct control, supervision and direction of the executive who engages him and he carries out all the duties assigned to him by that executive. Thus the drivers so engaged remain under direct control, management and supervision of the executive and discharge the duties as per his order and receives payment from him according to the own agreement between himself and the said executive and he has no direct nexus or connection with the Bank. They submitted that in the Public Sector Undertakings as well as Banking companies various allowances are paid to the top executives for the purpose of maintenance of car, bungalow and other facilities. Such executives select, recruit and take work from the workmen and pay them wages, remuneration out of allowances received by them. Such persons do not have direct connection with the public sector undertaking or Banking companies and they do not become employee of the public sector undertakings. They disclosed that the concerned workman worked as Personal driver of the Head of the Regional Manager of the Bank at Ranchi for certain period and he is advancing his claim to treat him as employees of the Bank and demanding his absorption in the employment of the Bank by way of regularisation. As the concerned workman has no concern whatsoever with the Bank and he does not perform any duty connected with the duties question of treating him as an employees of the Bank did not and cannot arise and as such his demand was not acceded to by the management. In their rejoinder management have further submitted that the concerned workman had worked as personal driver of the executive head of the Regional Office of the Bank at Ranchi and he was selected for his engagement by the Regional Manager for some temporary period of his tenure. They denied the fact that he was driving the car for official purpose of the Bank. They also denied the fact that the concerned workman as driver of the Bank under different officer discharged his duties at different point of time. Whenever he worked he worked as personal driver of the officer concerned who was provided with company's car for the purpose of his duties. They admitted that the management absorbs personal drivers of the executives against permanent vacancies in the Bank in subordinate cadre when necessary. The criteria for selections are decided and communicated to the Regional Offices for sending the particulars of personal drivers. Zonal Office Calcutta had called for information on "Personal Drivers" attached with executives of the Bank on 31-1-1997, from all Regional Office. However, no such information was forwarded by the Regional Office, Ranchi

to the Zonal Office, Calcutta in respect of the concerned workman. As per the above mentioned criteria he had not completed 5 years service as "Personal Driver" of the Executive of the Bank. Management admitted that the concerned workman preferred an application to the Regional Manager, Regional Office vide application dt. 2-4-98 for his absorption as permanent driver/Peon which was forwarded by the Regional Manager, Regional Office, Ranchi to Zonal Office, Calcutta to forward the same to Central Office for consideration as per policy of the Bank. Disclosing this fact management submitted that it had established beyond doubt that the concerned workman was not an employee of the Bank and for which there was no employer and employee relationship between him and the Bank. They further submitted that Vijay Narayan Jha was engaged as "Personal Driver" of the Regional Head of the Union Bank of India, Patna since 1985 and had completed about 11 years of work in the capacity as "Personal Driver" and was selected on 3-1-1996 as per the selection criteria. Disclosing all the facts management submitted claim of the concerned workman finds no basis and the present reference is liable to be rejected summarily.

4. POINTS TO BE DECIDED:

"Whether it is a fact that car of the management of Union Bank of India was driven by the disputant Shri Md. Muslim Qureshi continuously for a period of six years since 13-12-1992?"

AND

"Whether discontinuance of his service as a driver by the management and denial of regularisation of his services from the initial date of engagement is proper, justified and legal? If not, what relief is the disputant entitled to?"

5. FINDING WITH REASONS:

It transpires from the record that the concerned workman with a view to substantiate his claim examined himself as WW-1. Management also in support of their claim examined one witness as MW-1. Concerned workman during his evidence disclosed that since 13-10-92 he was deployed by the management of Union Bank of India Regional Office, Ranchi as Car Driver. He disclosed that the car which he used to drive was owned by the management and it was not a private car. For driving said car he used to maintain log book which used to be authenticated by the management's officials. The photocopies of the Log books for the year 1995, 1996 and 1998 during his evidence were marked as Ext. W-1, W-1/1 and W-1/2. He disclosed that without assigning any reason management stopped him from work w.e.f. 31-8-1998 inspite of his rendering continuous service from 1992. He further disclosed that during this period he gave attendance of more than 240 days in each year. During the said period of his service he submitted that he worked under the

Manager, B. Subbarao, L. Sitiya, D. K. Surama. He further disclosed that in the year 1998 he submitted representation to the management with prayer for his regularisation as Driver and the said representation was forwarded to the Head Office with due recommendation. He disclosed that like him management engaged one Vijay Narayan Jha in the year 1995 to drive management's car at Patna Regional Office and he was subsequently regularised. He alleged that after stopping his service by the management they engaged another driver Suren Thapa to drive the said car and the management in the year 2000 regularised him in his service as driver. He alleged that management illegally, arbitrarily and violating the principle of natural justice stopped him from his service. During cross-examination this witness disclosed that initially he was asked to drive the car bearing No. WNC 2830, and thereafter he was asked to drive the car bearing No. BR-14D/2830. During his further cross-examination he admitted that management neither issued any letter of appointment nor issued any letter of authorisation to drive the said cars of the management. He further admitted that in the Log Book he did not record the number of the car taking the plea that it was not necessary to record the number of the car in the same. He also admitted that Log Books which he used to maintain neither bears seal nor name of the Bank. MW-1 during his evidence on the contrary submitted that officer in the rank of Regional Head is entitled to get allowance from the Bank for maintaining his "Personal Driver". The Regional Officer to whom the car is allotted appointed the concerned workman as his "Personal Driver". As per norms the Regional Officer used to draw the driver's allowance by vouchers. He categorically denied the fact about issuance of any Log Book for maintenance of the car possessed by the Regional Manager of the Bank. This witness during his evidence relied on the circular issued by the management on the basis of which the officer who is entitled to enjoy car owned by the Bank is entitled to engage his "Personal Driver" and for which he is entitled to get allowance as per the said circular. During cross-examination this witness disclosed that no Regional Manager is entitled to get car allowance. On the contrary they are entitled to get Drivers allowance. He further disclosed that official car which is allotted to the Regional Manager can also be used for the personal use of the family members. However, for that reason the said Regional Manager does not require to pay any charge to the Bank. He also categorically denied the fact that no Log Book was ever maintained by the alleged car driver. He further disclosed that Regional Manager is entitled to get oil of unlimited quantity and for which payment is made for purchasing oil through vouchers. No mileage also is required to be recorded. The Drivers's allowance which is paid to the Regional Manager every month is not reflected in his pay bill. This witness categorically denied the fact that the concerned workman was a driver appointed by the management.

6. Considering the facts disclosed in the pleadings of both sides as well as evidence of WW-1 and MW-1, I find no dispute to hold that the concerned workman was engaged as Driver to the Executive Head of the Regional Office of the Bank at Ranchi. Contention of the concerned workman is that he was engaged under the said officer being employed by the management. It has been further disclosed that the car which was asked to drive was owned by the management but it was placed in the custody of the Regional Manager Shri B. Subba Rao for official purpose of the Bank. The concerned workman further submitted that after transfer of the said Regional Manager, i.e. B. Subbarao he worked as Driver under L. Sitiya and D. K. Surama, Asstt. General Manager, Regional Office, Ranchi. It is further contention of the concerned workman that during his employment he used to draw salary from management regularly and also used to enjoy other benefits like that of regular employees which the management categorically denied. It is the submission of the management that there is a circular issued by the management on the basis of which the officer who is entitled to enjoy the car owned by the Bank is entitled to engage his personal driver and for which he is entitled to get allowance as per the said circular. Further contention of the management is that the car which was provided to the Executive Head of the Regional Office of the Bank at Ranchi was owned by the management and it was so given to ensure in discharging his responsibilities in the matter of management, control, direction and supervision of the Bank effectively in all respect.

STAFF CIRCULAR No. 2263 dt. 20-2-81

Reimbursement of salary of Personal Drivers to those Officers provided with the family of Bank's car without Driver.

All concerned are hereby informed that the following rules have been formulated in respect of reimbursement of salary of Personal Drivers engaged by those officers who are allotted Bank's car.

The facility of the Bank's Driver, wherever considered necessary, shall be confined to all Officers in Top Executive Grade. If the Bank's Driver is not provided to them they will be free to engage Personal Driver and claim reimbursement of salary on production of receipt upto the limit prescribed hereinbelow in this regard. All other officers allotted with the Bank's car shall be entitled to get reimbursement of salary paid to Personal Driver on production of receipt for salary so far paid. The maximum amount of such reimbursement will be restricted to limits laid down in the said circular.

Therefore, according to this circular there was scope for providing Bank's driver to the Officers of Top Executive Grade. However, if Bank's driver is not available the Officer of the Executive grade are entitled to claim reimbursement

of salary of that driver on production of receipt upto the limit in question. During cross-examination WW-1 admitted that he did not receive any letter of appointment when he was authorised to drive the car of the management. He also admitted that management also did not issue any letter of authority to drive the said vehicle, which was to be used by the said Executive Officer. However, this witness disclosed as part of his duty he used to maintain Log Book copy of which during his evidence were marked as Ext. W-1, W-1/1 and W-1/2. I have carefully considered these documents. No where from these documents there is scope to ascertain that the same were issued by the management in the official capacity to the concerned workman. The copies of the so-called Log Books neither bears signature of any official of the management nor bears any seal. As such in absence of any cogent proof there is no scope to draw into any conclusion that the same were issued by the management to the concerned workman for maintenance in connection with driving of the management's car. It is the specific contention of the management that the concerned workman worked as "Personal Driver" of the Executive Head of the Regional Office of the Bank at Ranchi and he was selected for his engagement by the Regional Manager. Management also denied the fact that he was driving car for official purpose of the Bank. MW-1 during his evidence disclosed categorically that official car which is allotted to the Regional Manager can also be used for the personal use of the family of that officer and for which he does not require to pay any charges to the Bank. This witness also categorically denied that no Log Book was ever maintained for the car which was allotted to the Regional Manager for his personal use. Therefore, burden shifts on the concerned workman to establish that he was actually appointed by the management and thereafter was authorised by the management to drive the car which was given under control of the Regional Manager for his personal use. The concerned workman though in para-14 of the Written Statement categorically disclosed that he used to draw salary from the management directly and also used to draw other benefits from there like that of regular employees has failed to submit any paper or wage slip to show that he was driver of the management and received his salary directly from the management and not from the Regional Manager. Contention of the concerned workman is that from 1992 to 1998 he continuously worked under management and put his attendance for more than 240 days in a year during these period. He further disclosed that he submitted representation to the management with a prayer for his regularisation but it was not acceded to. He further disclosed that he was stopped from his service by the management w.e.f. 31-8-98 without complying with the provision as laid down under Section 25F of the I. D. Act and for which his termination from service should be considered as illegal and accordingly management is liable to reinstate him. Before claiming so onus is on the

concerned workman to establish that he worked directly under the management and it was the management who stopped him from service without complying the provision as laid down under Section 25F of the I. D. Act, 1947. Instead of adducing any evidence in that regard excepting the Log Books which I have already discussed above. Representative of the concerned workman relied on the decision reported in LLR 2005 443. In the said decision Their Lordships of the Hon'ble Apex Court observed categorically that reinstatement with full back wages was rightly awarded by the Labour Court to a car driver who was engaged by an executive of the Bank to drive the car belonging to the Bank and the driver has discharged the burden of proof claiming that he has worked for more than 240 days besides producing three vouchers showing his salary received from the management. Their Lordships in para-8 observed as follows:

"While there is no doubt in law that the burden of proof that a claimant was in the employment of a Management, primarily lies on the workman who claims to be a workman. The degree of such proof so required, would vary from case to case. In the instant case, the workman has established the fact which, of course, has not been denied by the bank that he did not work as a driver of the car belonging to the bank during the relevant period which comes to more than 240 days of work. He has produced 3 vouchers which showed that he had been paid certain sums of money towards his wages and the said amount has been debited to the account of the bank. As against this, as found by the fora below, no evidence whatsoever has been adduced by the bank to rebut even this piece of evidence produced by the workman. It remained contented by filing a written statement wherein it denied the claim of the workman and took up a plea that the employment of such drivers was under a scheme by which they are, in reality, the employee of the Executive concerned and not that of the bank; none was examined to prove the scheme. No evidence was led to establish that the vouchers produced by the workman were either not genuine or did not pertain to the wages paid to the workman. No explanation by way of evidence was produced to show for what purpose the workman's signatures were taken in the Register maintained by the bank. In this factual background, the question of workman further proving his case does not arise because there was no challenge at all to his evidence by way of rebuttal by the Bank."

On the contrary management relying on the decision reported in 1978 (SC-2) GJX-0003-SC submitted that the concerned workman cannot be considered as workman of the management and for which he is not entitled to get any relief. In the said decision arising of Punjab National Bank Appellant Vs. Ghulam Dastagir, Respondent, Their

Lordships observed in para 3 of the judgement is as follows :

It is clear that the direction and control are the telling facts to decide as to whether the driver in the present case is the employee of the Bank. This test does not exclude other facts also, and indeed as Lord Macmillan in the aforesaid case, rightly stressed the question in each case turns on its own circumstances and decisions in other cases are rather illustrative than determinative. To crystallise criteria conclusively is baffling but broad indications may be available from the decisions. The 'beedi cases' turn on the reality of 'independent contractors' standing in between the Management and the beedi workers. This court, in many such cases discovered that there was a common practice of using deceptive devices and the so-called independent contractors were really agents or workers of the Management posing as independent contractors for the purpose of circumventing the Factories Act and like statute which compel management to meet certain economic and social obligations towards the workers. We have no doubt that if in this case there was evidence to show any colourable device resorted to by the Bank, our conclusion would have been adverse to the Management. On the other hand, the evidence adduced before the Tribunal, or and documentary, leads only to one conclusion that the Bank made available a certain allowance to facilitate the Area Manager, Shri Sharma privately to engage a driver. Of course, the jeep which he was to drive, its petrol and oil requirements and maintenance, all fell within the financial responsibility of the Bank. So far as the driver was concerned, his salary was paid by Shri Sharma as his employer who drew the same granted to him by way of allowance from the Bank. There is nothing on record to indicate that the control and direction of the driver vested in the Bank. After all, the evidence is clearly to the contrary. In the absence of material to make out that the driver was employed by the Bank, was under its direction and control, was paid his salary by the Bank and otherwise was included in the army of employees in the establishment of the Bank, we cannot assure the crucial point which remains to be proved. We must remember that there is no case of camouflage or circumvention of any statute. It is not unusual for public sector industry or a nationalised banking institution to give allowances to its high-level officers leaving it to them to engage the services of drivers or others for fulfilling the needs for which the allowances are meant. In this view, we are clear that the award fails as it is unsupportable. We, therefore, reverse the award."

Therefore, if these two decisions are taken into

consideration a clear distinction will be exposed. In the decision reported in 2005 LL.R 443 Their Lordships came to the conclusion relying on the fact that the concerned workman during hearing establish by showing vouchers that he received wages from the Bank and not from the Executive Officer of the Bank under whose custody the said car remained. There was no reason at all on the part of the management to pay wages to that driver directly from the Bank if he was not considered as their driver. In this connection clarification in Circular No. 2263 dt. 20-2-81 may be taken into consideration. As per the said circular management's own driver may be provided to the executive officer of the Bank for driving car placed under his custody but if no such Bank's driver, is available in that case the said executive officer is permitted to engage his own driver and salary paid to him by the said officer is reimbursable. As the management issued vouchers to the driver relying on this circular there is sufficient scope to arrive into conclusion that the management engaged that driver and for which they used to pay him wages directly from the Bank's funds. Whereas the decision referred to by the management has exposed quite a different view by the Hon'ble Apex Court. This decision practically has supported the later part of the circular as referred to above. Therefore in the instant case it is not the factor whether the concerned workman worked continuously for more than 240 days in a year, during his attachment from 1992 to January, 1998. If the concerned workman was engaged as 'Personal Driver' of the executive head in that case just taking the plea that he worked for more than 240 days continuously cannot place his demand for regularisation as driver under the management. There is no dispute that he submitted representation to the management for his regularisation. It has been admitted by the management that there is scope for regularisation of 'Personal Driver' in the service of the management subject to fulfillment of certain criteria. Therefore, as of right 'Personal Driver' of the Executive Head cannot claim for his regularisation under the management. The concerned workman submitted a representation as 'Personal Driver' of the Regional Manager with prayer for his regularisation in the service of the management and his said representation was forwarded to the higher authority for consideration. Therefore, from the representation marked Ext. W-2 of the concerned workman it speaks clearly that he worked under the Regional Manager as his 'Personal Driver' and not as driver appointed by the management. Therefore, the claim which he made that he was appointed by the management and received wages directly from the management as driver finds no truth at all. In course of hearing representative of the concerned workman has failed to produce an iota of evidence in support of the claim of the concerned workman that he was dismissed by the management illegally, arbitrarily and violating the provision as laid down under Section 25F of the I. D. Act. In view of the facts and

circumstances I hold that the concerned workman's claim for regularisation does not stand on any stable footing and for which he is not entitled to get any relief.

In the result, the following Award is rendered :

"It is not a fact that the car of the management of Union Bank of India was driven by the disputant Shri Md. Muslim Qureshi continuously for a period of six years since 13-12-1992 and consequently discontinuance of his service as a driver by the management and denial of regularisation of his services from the initial date of engagement is proper, justified and legal. Accordingly, the disputant is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 18 अगस्त, 2005

का. आ. 3244—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 156/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-2005 को प्राप्त हुआ था।

[सं. एल-20012/289/2000-आई आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 18th August, 2005

S.O. 3244.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 156/2000) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 17-8-05.

[No. L-20012/289/2000-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 156 OF 2000

PARTIES: Employers in relation to the management of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : Mr. Ram Ratan Ram,
Advocate

On behalf of the employers : Mr. D. K. Verma,
Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad the 27th July, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/289/2000 (C-1), dated, the 25th October, 2000.

SCHEDULE

"Whether the action of the management of Regional Store under Kusunda Area of M/s. BCCL in refusing to accept the date of birth of Sri Anand Kumar Bhuia as shown in his Matriculation Certificate i.e. 4-2-67 as the correct date of birth is justified? If not, to what relief is the concerned workman entitled?"

2. Case of the concerned workman according to the Written Statement submitted by the sponsoring union on his behalf in brief is as follows :

The sponsoring union submitted that under V. R. Scheme (F) issued by the management in the year 1987, the concerned workman got his appointment as Miner/Loader on 5-2-87 at Gopalichak Colliery under PB Area. They submitted that from the Service Excerpt the concerned workman came to know that his date of birth was recorded as 23 years on 6-11-86. They alleged that without taking consent from the concerned workman the said date of birth was recorded illegally and arbitrarily in the statutory register and for which he requested the management to rectify the date of birth as 4-2-67 rectifying wrong date of birth as 23 years on 6-11-86. In support of his claim the concerned workman also enclosed his original Matriculation certificate along with his application but the management refused to correct his date of birth without assigning any reason. Thereafter he submitted several representations to the management with prayer for rectification of his date of birth as per Matriculation certificate but to no effect and for which he raised industrial dispute for conciliation which ultimately resulted reference to this Tribunal for adjudication. The sponsoring union on behalf of the concerned workman accordingly submitted prayer to pass award directing the management to record date of birth of the concerned workman as 4-2-67 in the service record as per Matriculation certificate.

3. Management on the contrary after filing Written Statement-cum-rejoinder have denied all the claims and

allegations which the sponsoring union asserted in the Written Statement submitted on behalf of the concerned workman. They submitted that the concerned workman was appointed as Miner/Loader under V. R. Scheme (F) in the year 1987 at Gopalichak Colliery. Prior to his appointment the concerned workman submitted his bio-data and he declared his age as 23 years on 6-11-86 and accordingly his date of birth was recorded as 6-11-63 in the Form B Register which is Statutory register as per the provisions of the Mines Act and Mines Rules. The concerned workman also was sent to the Medical Board for his medical examination and assessment of his age and the Medical Board also determined his age as 23 years. They submitted that the concerned workman did not disclose that he was Matriculate and possessed Matriculation certificate from any university or Board. Thus he suppressed his educational qualification at the time of his initial employment and for which he is liable to face disciplinary action for suppressing of material facts. They further submitted that the concerned workman after declaring his date of birth at the time of his initial employment and after his application was processed as per the procedure of recruitment, he cannot change his stand and ask for correction of his date of birth on the basis of any document whatsoever. They disclosed that as per the provision of Certified Standing order the date of birth once recorded in the Company's register is conclusive for deciding the time of superannuation and the same cannot be altered as per the wishes of the concerned workman. Accordingly the concerned workman is not entitled to get any relief in view of his prayer. Accordingly management submitted prayer to pass award rejecting the claim of the concerned workman.

4. POINTS TO BE DECIDED

"Whether the action of the management of Regional Store under Kusunda Area of M/s. BCCL in refusing to accept the date of birth of Sri Anand Kumar Bhuia as shown in his Matriculation Certificate i.e. 4-2-67 as the correct date of birth is justified? If not, to what relief is the concerned workman entitled?"

5. FINDING WITH REASONS

It transpires from the record that the sponsoring union with a view to substantiate their claim examined the concerned workman as WW-1. Management on the contrary in spite of getting scope did not adduce any evidence in support of their claim. It is the specific claim of the concerned workman that at the time of his appointment under V. R. Scheme (F), 1987 management recorded his age as 23 years as on 6-11-86 without his knowledge. Subsequently on receipt of the Service excerpt he came to know that wrong date of birth was recorded in the statutory register. He submitted that he is Matriculate and passed that Matriculation examination in the year 1983. The Matriculation certificate issued by Bihar Vidyalaya

Pariksha Samity during his evidence was marked as Ext. W-1. From this certificate it transpires that his date of birth was recorded as 4-2-1967. The concerned workman joined his service on 5-2-87. Therefore, it is clear that before getting his appointment as Miner/Loader under V.R. Scheme (F) in the year 1987 he passed the Matriculation examination. It is the contention of the management that before getting his appointment the concerned workman declared his age as 23 years in the bio-data furnished by him. Even he was sent to the Medical Board for assessment of his age and the Medical Board also after his examination assessed his age as 23 years. Accordingly in the statutory register his age was recorded as 23 years on 6-11-86. Further allegation of the management is that suppressing the material fact the concerned workman furnished his age as 23 years in his bio-data which he knew very well that it was not correct and for which he is liable to face disciplinary action. In course of hearing management have failed to produce the bio-data furnished by the concerned workman wherein he declared his age as 23 years before his appointment. Management also in course of hearing in spite of getting opportunity did not consider necessary to produce medical report of the medical board wherein it could be transpired that his age was assessed as 23 years as on 6-11-86. Until and unless these relevant papers are produced by the management there is little scope to uphold their contention. On the contrary it is clear from the Matriculation certificate produced by the concerned workman that his date of birth was 4-2-67. It is also clear that he passed Matriculation examination in the year 1983 i.e. long before getting his appointment under the management. No evidence on the part of the management is forthcoming to show that Matriculation certificate which was relied on by the concerned workman in support of his age is fabricated document. Therefore, until and unless it is so established there is no scope to challenge the genuinity of the certificate in question. JBCCI Circular No. 76 has clearly pointed out how age of the concerned workman is to be recorded in the statutory register. As per JBCCI circular age recorded in the Matriculation certificate or equivalent examination should be binding on both sides. If the workman passed matriculation examination prior so getting his appointment. Therefore, management cannot deny the date of birth recorded in the Matriculation certificate submitted by the concerned workman. It is settled principle of law that an oral statement cannot supersede the documentary evidence. When from documentary evidence i.e. Matriculation certificate it transpires clearly that his date of birth was 4-2-67 and when also it is evident that he had obtained that Matriculation certificate prior to getting his appointment the same should be binding upon both sides. It is seen that in spite of submitting representations management did not consider to give any importance for rectification of the date of birth of the concerned workman as per Matriculation certificate and to that effect management

have failed to assign any cogent explanation. It is fact that Form B Register is a statutory document under the Mines Act and Mines Rules. Naturally entries made therein including date of birth are binding on both sides. But it should be borne into mind that if any wrong entry is made in the statutory register and subsequently if it is detected that actually the entry which was made was wrong there is sufficient scope to rectify the same for the interest of justice. It is not expected that a workman should suffer for wrong entry of his date of birth in the statutory register all throughout his service career. In view of the facts and circumstances discussed above I hold that it has been established beyond reasonable doubt that the date of birth of the concerned workman as per Matriculation certificate is 4-2-67 and also when it is established that he passed that Matriculation examination before his entry in the service management cannot defy to rectify the date of birth recorded in the Form B Register and other statutory records of the management.

In the result, the following Award is rendered :

"The action of the management of Regional Store under Kusunda Area of M/s. BCCL in refusing to accept the date of birth of Sri Anand Kumar Bhuia as shown in his Matriculation Certificate i.e. 4-2-67 as the correct date of birth is not justified. Consequently, the management is directed to record his date of birth i.e. 4-2-67 as the correct date of birth in the statutory registers of the management within three months from the date of publication of the Award in the Gazette of India."

B. BISWAS, Presiding Officer

नई दिल्ली, 23 अगस्त, 2005

का. आ. 3245—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एफ. रेलवे मालीगांव, गुवाहाटी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, गुवाहाटी, असम के पंचाट (संदर्भ संख्या 23/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-2005 को प्राप्त हुआ था।

[सं. एल-41011/36/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 23rd August, 2005

S.O. 3245.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (23/2004) of the Central Government Industrial Tribunal/Labour Court, Guwahati, Assam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of N. F. Railway, Maligaon, Guwahati and their workmen, which was received by the Central

Government on 23-8-05.

[No. L-41011/36/2003-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

Ref. No. 23 of 2004

Present : Sri H. A. Hazarika,
Presiding Officer,
CGIT-cum-Labour Court,
Guwahati.

In the matter of an Industrial Dispute between :

The Management of N. F. Railway, Maligaon.

Vs.

Their Workman, represented by Smt. Minati Bose.

Date of Award : 10-08-05

AWARD

The Government of India, Ministry of Labour vide its order No. L-41011/36/2003-IR (B-I) referred this Industrial Dispute arose between the employers in relation to Management of N.F. Railway and Smt. Minati Bose, Ex-CDM under CSTE, N.F. Railway for adjudication and to pass an award in exercising powers conferred under Clause (d) of Sub-Section 1 and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 on the basis of the following Schedule.

SCHEDULE

"Whether the action of the management of N.F. Railway in denying promotional benefit to Smt. Minati Bose, Ex. CDM under CSTE w.e.f. 01-09-98 is justified? If not, to what relief Smt. Bose is entitled to?"

2. The matter was initially received by the State Industrial Tribunal, Guwahati and on being set up of this CGIT-Cum-Labour Court, North East Region, Guwahati the same is transferred to the CGIT-cum-Labour Court, which received here on 30-12-04 and numbered as Ref. Case No. 23 of 2004.

3. On appearances of both the parties the proceeding is proceeded here as per procedure.

4. The case of Smt. Minati Bose, Ex. Chief Draft Man (hereinafter CDM) under CSTE, N.F. Railway, Maligaon, in brief is that she retired from her aforesaid Railway service on 31-10-2000. That the Railway Board vide their letter No. PC-V/98/11/18(A) dated 10-6-98, advised all the Zonal Railways to create new post in Scale

Rs. 7,450—11,500 as restructuring benefits in certain categories like Ministerial, Drawing etc. Supervisory Grades of the Railway for granting the benefits of proforma promotion including payment of arrears to take effect from 1-9-98. Accordingly the Management ought to have been created two promotional posts in CSTE Drawing Section with effect from 1-8-98 when Minati Bose was in service. That in operation of the related Circular Smt. Minati Bose ought to have been given restructuring benefit with promotional benefit from the post from which she retired to the post of SSE. But as per the Circular the Management did not allow her promotion for which she is legally entitled.

5. Oflate depriving Minati Bose the Management implemented the Circular issued by the Railway Board on 3-5-02 and created two posts. These two posts ought to have been created while Minati Bose was in Service or before 31-10-2000.

6. Being aggrieved Smt. Minati Bose preferred some representations before the Management to get restructuring benefits of promotion to grade of scale. But the Management did not allow her representations. Hence, she raised the matter through her Union before the R.L.C (C), Guwahati. The conciliation proceeding initiated by the A.L.C. (C), Guwahati, failed as the Management did not take part. On the strength of the report of the ALC (C), Guwahati, the Government referred the case for adjudication, as such, Smt. Minati Bose prayed to pass an award in her favour so that she can get promotion to the Grade of Scale Rs. 7,450—11,500 with all the consequential benefits with retrospective effect from due date of promotion to the extent of her immediate juniors.

7. The case of the Management in short is that, claim of the Workman Smt. Minati Bose is not maintainable in present terms in law as well as fact.

8. That as per Clause-A of Para-5 of Railway Board's letter No. PC-4/97/1/11/7 dated 28-9-98 SSE/DRG in Scale Rs. 7,450 to 11,500 is a pinpointed post and benefit will accrue in the usual manner from the date of actual placing of the staff concern in the respective Grade. Smt. Minati Bose, Ex. CDM was not in service at the time of consideration of selection for the above-mentioned pinpointed posts. Smt. Minati Bose retired from her service on superannuation on 31-10-2000 (A.N.). The promotion of SSE/DRG in Scale Rs. 7,450—11,500 was considered after 3-5-02 on being completion of procedural work to implement the restructuring of the DRG Cadre. Memorandum of the restructured cadre of DRG was issued only 3-5-02. Under the relevant Office Memorandum No. E/283/158 (N)/pt. 4.

9. There is no direction from the Railway Board to create two posts in Scale Rs. 7,450—11,500 with effect from 1-8-98. Since the Workman Smt. Minati Bose retired from service before the creation of the posts, she is not

entitled for consequential benefits she claimed. Hence, the Management prayed to dismiss the claim of Smt. Minati Bose with no awards.

10. Heard the arguments submitted by Mr. K. K. Biswas, Advocate for the Workman, Smt. Minati Bose and Mr. K. C. Sarma, Advocate for the Management. Perused the evidence of MW.1, Smt. Tapati Deb and WW.1, Sri Pradip Kr. Saha which are recorded by my own hand. Also perused the exhibited documents submitted by both the parties.

11. On perusal of evidence I find the Railway Board issued a letter bearing No. PC-V/97/1/11/7 dated 28-9-98 as a guideline for restructuring benefits to its employees for promotional benefits with high grade of Pay Scale.

12. On the strength of Railway Board's aforesaid letter the General Manager, N.F. Railway, Maligaon issued a Circular to implement the same vide its Circular No. R/205/93/Fifth (PC2) dated 28-10-98.

13. Smt. Minati Bose who was a Section Engineer Drawing retired on superannuation on 31-10-00 (AN). On the strength of the Circular issued by the General Manager, N.F. Railway, 2 posts were created and benefit of the posts were given with effect from 10-7-02. For creation of posts a Memorandum was prepared on 3-5-02 Ext. 2 is that Memorandum.

14. On perusal of Ext. 2, I find for getting restructuring benefit the incumbent concerned also have to achieve qualification to carry the duties of higher responsibility and importance. The created posts are pinpointed of the placement who acquire the higher responsibility.

15. From the narration of evidence of MW.1, Smt. Tapati Deb, I find Minati Bose was not achieved the requisite condition to get the restructuring benefit of promotion. On 3-10-02, Minati Bose represented her grievances through her Union.

16. I find no time bound direction for creation of posts under the restructuring benefit. 2 Posts are created after retirement of Minati Bose. What I find as she was retired as Section Engineer Drawing on 31-10-00, she has not acquired the requisite qualification at that stage and the 2 posts were created through procedure and the relevant Memorandum was prepared on 3-5-02 for the promotion of those 2 posts and Minati Bose was not working in a higher responsibility at that stage. It is also stated by the MW1 that Smt. Pratima Deb Roy who was contemporary to Minati Bose retired on 28-2-01 without the relevant restructuring benefit. So also Lalji Prasad expired on 1-11-99 without such restructural promotional benefit.

17. It is to be presumed that Minati Bose must have knowledge about the relevant letter and circular of restructuring benefit while she was very well in service.

She did not avail any representation at that stage on demand of her claim of restructural benefit. She submitted the representations after being retired through her Union. The stop gap period between her retirement and the creation of post is about 1 and ½ years.

18. Considering all the factors under the present facts and circumstances I find Minati Bose did not acquire the conditions to get restructural promotional benefits as such, she is not entitled to promotional benefit as per Letter and Circular issued by the Railway Board and the General Manager, N.F. Railway. Therefore, I find the N.F. Railway is justified in denying the promotional benefits to Minati Bose. I would like to make it more clear that Minati Bose is not entitled for any benefit under the relevant letter and Circular. Accordingly (Schedule) issue is decided against Minati Bose.

19. Send the Award of without any relief, to the Government concerned, as per procedure, immediately.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 23 अगस्त, 2005

का. आ. 3246—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एफ. रेलवे, मालीगांव, गुवाहाटी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण गुवाहाटी, असम के पंचाट (संदर्भ संख्या 22/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-2005 को प्राप्त हुआ था।

[सं. एल-41011/35/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 23rd August, 2005

S.O. 3246.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2004) of the Central Government Industrial Tribunal/Labour Court, Guwahati, Assam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of N. F. Railway, Maligaon, Guwahati and their workman, which was received by the Central Government on 23-8-2005.

[No. L-41011/35/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

Ref. Case No. 22 of 2004

Present : Sri H. A. Hazarika,
Presiding Officer,
CGIT-cum-Labour Court,
Guwahati.

In the matter of an Industrial Dispute between :

The Management of N. F. Railway, Maligaon.

Vs.

Their Workman, represented by
The General Secretary, Rail Mazdoor Union,
N.F. Railway, Rest Camp, Pandu.

Date of Award : 11-08-05

AWARD

The Government of India, Ministry of Labour vide its order No. L-41011/35/2003-IR (B-I) Dated, New Delhi, 8-03-2004 referred the Industrial Dispute arose between the Management in relation to DCOS, New Bongaigaon, N.F. Railway, and Workmen namely, (1) Sri Dilip Dutta, (2) Sri Bishnu Das, (3) Sri Ganesh Narzari, Motor Drivers, Grade-III to adjudicate and to pass an award in exercising the powers conferred by clause (d) of Sub-Section (1) of Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 on the basis of the following Schedule.

SCHEDULE

“Whether the action of the management (DCOS, New Bongaigaon, N.F. Railway) in holding Trade Test for the filling up of vacancy post of Motor Driver without considering the inter-se-seniority of the incumbent and maintained at the Dy. COS, Pandu office is justified? If not, to what relief S/Shri Dilip Dutta, Bishnu Das, Ganesh Narzari, Motor Driver Grade-III are entitled to?”

2. Initially the matter was referred to and received by State Industrial Tribunal, Guwahati-1 being inception of this CGIT-Cum-Labour Court, North-East, Guwahati, the record is transferred here for disposal as per procedure and received the same on 13-12-04 and also re-numbered the same here as Ref. Case No. 22 of 2004.

3. Accordingly parties have appeared before this CGIT-Cum-Labour Court and filed Written Statement, documents, etc. and contested the matter.

4. The case of the Workmen in brief is that for prospective of promotion there should be one combined seniority list for Technician (Artesian) Posts for both the Grade-D employees of New Bongaigaon and Pandu Depots. The Cardinal Rule to fill up the Technician Posts of Grade-D of Bongaigaon and Pandu on promotion, there should be one seniority list to hold the Trade Test.

5. But the Management hold Trade Test only with the D Categories employees of Bongaigaon and promoted 2 employees of D Categories to C Categories namely (1) Suresh Chandra Mahato, (2) Doljit Singh, who are junior to the Workmen who raised the dispute. The workmen are working under Dy. CMM, N.F. Railway at Pandu Depot.

6. On being aggrieved the above named victimized workmen represented several times to the Appellate concerned for remedial solution of their promotion caused by the Senior Material Manager, N.F. Railway, New Bongaigaon but the Management did not pay any heed to their representations.

7. That having failed to receive any susceptible response from the Management of N.F. Railway to the series of their representations they approached the Union for raising the issue to the appropriate level for their redress. Consequently the Union moved the R.L.C. (C), Guwahati. But in the conciliation proceeding held before the Labour Commissioner (Central), Guwahati failed because of the non-appearance of the Management in resolving the dispute of the assignment of due promotion of the aggrieved employees and on the report of the ALC(C), Guwahati the matter is referred. In the result, the workmen prayed to pass an award for the promotion in the Grade of Motor Driver to the Workmen with all consequential benefits with retrospective effect from date of their due date of promotion to the extent of their immediate juniors.

8. The case of the Management is that the claim petition presented by the Workmen is not maintainable in law as well as in fact.

That the Workmen Sri Bishnu Das, Sri Dilip Dutta and Ganesh Narzari of Pandu Unit did not give undertaking to transfer from Pandu to New Bongaigaon.

9. The Pandu Railway Depot and Bongaigaon Railway Depot are joint Units. There were necessities for filling up 2 posts of Motor Drivers who are of that category posts. A Trade Test was held with the D Categories Staff of Bongaigaon Depot. The D Category Staff of Workmen working at Pandu were not called for on two grounds; one is, for urgently to fill the post locally from Grade-D category staff; secondly, that the Grade-D category staff who are working at Pandu Depot are not willing to come to Bongaigaon on transfer.

Hence, 2 posts were filled up from the D category technician of Bongaigaon and promoted to C category posts. Hence, the Management is not committed any illegality in relation to the Workmen and prayed to dismiss the claim of the Workmen with no Award.

10. Heard arguments submitted by Mr. K. K. Biswas for the Workmen and Mr. K.C. Sarma for the Management.

11. Perused the evidence of MW.1 Sri Dilip Kar Choudhury and W.W.1, Sri Bishnu Kumar Das including their cross-examination part which are recorded by my own hand.

12. The matter is simple that admittedly there are 2 Depots namely, (1) Bongaigaon and (2) Pandu. These 2 Depots admittedly are joint Depots under the Control of

the Management, N.F. Railway. Admittedly there were 2 vacancies of Motor Drivers which are within the purview of Category-C were occurred and those are filled up by the D categories Technicians working in the Bongaigaon Unit.

13. Admittedly there ought to have been combined seniority list as both the Units are joint under the same Management. The benefit of promotion by way of Trade Test ought to have been made from all the eligible candidates of the combined seniority list.

14. Admittedly the Management did not held the combined Trade Test of both the Unit respectively Bongaigaon and Pandu and the Management shown the grounds of not holding combined Trade Test on 2 grounds (1) that the Trade Test only with the D Categories Technician of Bongaigaon was held on exigencies (2) that the D Categories Workmen of Pandu Unit were not willing to come on transfer to Bongaigaon.

15. It is also admitted that the Management is ready to give benefit to the Workmen if they willing to come to Bongaigaon to work therein.

16. On careful scrutiny I have not received any authentic documents that concerned Workmen were called for interview or Trade Test and that they refused in writing. Trade Test is an important matter which should be intimated in black and white. There is no black and white evidence or documentary evidence that they were called for interview of Trade Test and that they have refused.

17. In evidence of Workman Sri Bishnu Kr. Das, I find that presently, New Bongaigaon and Pandu Units are divided and he has deposed that he is ready to go to work at New Bongaigaon if he gets financial benefits. Later on of course, he says he will not go to New Bongaigaon even if he gets financial benefits. It is to be remembered that there are 3 Workmen. If from the seniority list of point they are entitled to get promotion they should be given the benefit of promotion. As regards the transfer if an incumbent is not obeying the order of transfer then there should be action as per procedure. Before promotion on the ground of transfer they should not be deprived from promotion.

18. Admittedly the workmen are not incompetent or inefficient than the Workmen promoted. Hence, in my opinion the Workmen who are already of course promoted to Driver ought to have been promoted much earlier with the benefits they are entitled. Hence, the Management is not justified for holding Trade Test for filling up the vacancies the posts of Motor Driver without considering the inter-se-seniority of the incumbent maintained at the Dy. COS. Pandu. There ought to have been combined Trade Test. Hence, the Workmen are entitled to get benefits with all consequential benefits with retrospective effect from their due date of promotion to the extent of their

immediate juniors. Accordingly the Schedule is decided in favour of the Workmen. They are entitled for all the benefits to the extent of their juniors are presently enjoying.

19. Send the Award to the Government concerned as per procedure immediately.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 23 अगस्त, 2005

का. आ. 3247—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोंकण रेलवे कारपोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या सी आर-13/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-2005 को प्राप्त हुआ था।

[सं. एल-41012/111/97-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 23rd August, 2005

S.O. 3247.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CR-13/98) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Konkan Railway Corporation Ltd. and their workman, which was received by the Central Government on 23-8-2005.

[No. L-41012/111/97-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 5th August, 2005

Present :

Shri A. R. Siddiqui, Presiding Officer

C.R. No. 13/98

I PARTY

Shri S. V. Vernekar
Venkatesh Nivas,
Nandanagadda,
KARWAR-581 304

II PARTY

The Chief Engineer,
Konkan Railway Corporation Ltd.,
Cauvery,
Railway Colony, Shirwad,
KARWAR-581 306

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of

the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-41012/111/97-IR (B-I) dated 4/6th February, 1998 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the Management of Konkan Railway Corporation Limited in terminating the services of Shri Shivashankar Vinayak Vernekar is justified? If not, to what relief he is entitled?”

2. The case of the first party workman to be precise and concise, as made out in the Claim Statement, is that he is a Diploma Holder and resident of Karwar Town and was appointed by the management as a Technical Mate on 1-10-90 on temporary basis on daily wages of Rs. 40 with some other allowance. On 1-5-91 he was appointed as a Foreman in the scale of Rs. 1600 to 2660 plus allowances as per the appointment order dated 23-4-91. He was transferred to a place called Ankola and then after about 9 month he was transferred to Honavar. At that time the work was in progress laying down the Konkan Railway, a prestigious project to be executed by engineering skill; that he was issued a certificate dated 21-10-91 certifying that he is hard working and intelligent bearing good character. His work and performance was very much appreciated by the management during the course of his employment. On 26-10-93 the management issued a notice stating that the first party was negligent at work site and that he was sleeping in the site office with all the doors and windows closed at about 45 AM on 23-9-93 when inspection was conducted; that on the above said date first party was working as T-5A (North phase) and he was to submit a daily progress report to the concerned authority. He worked to the best satisfaction of the management discharging his duties to the best of his ability and capacity. However, on 13-11-93, the Chief Engineer, Karwar issued a notice terminating his services on the ground that they were not found satisfactory. Therefore, the first party filed a Writ Petition in W.P. No. 41755/93 challenging the above said notice and obtained a limited stay order. However, the said Writ Petition came to be dismissed on some technical grounds reserving the right of the first party to work out his remedy before the proper forum. Thereupon the management issued order terminating his services w.e.f. 13-4-1994; that the order of termination is mala fide and discriminatory as much as the management regularized the services of other employees who joined services along with him and also retained other employees in service those who were quite juniors to the first party. The Hon'ble High Court while dismissing the above said Writ Petition observed that the case of the first party to be considered by the management on humanitarian ground and he may be allotted any work or be given any suitable post.

3. But the management instead of following those instructions terminated his services; that there is no

justification in the allegations made by the management that services of the first party were not found satisfactory. There is no document to substantiate the said allegation; that the termination order since appears to have been passed based on certain allegations made against him is illegal and arbitrary tainted with malafides passed without conducting any enquiry and without giving any opportunity of hearing to the first party and therefore, suffered from violation of principles of natural justice and therefore, is liable to be set aside.

4. The management by its Counter Statement not disputing the fact that the first party initially was appointed as a Technical Mate vide order dated 1-10-90 and that in the year 1991 after holding an interview, he was appointed as a Foreman as per appointment order dated 23-4-91; however, contended that his initial appointment was temporary on daily wage basis and his appointment as a Foreman was for a fixed period of one year to be extended depending upon the need of work. The first party having accepted the offer of appointment on 30-4-91, reported duty and thereupon he was issued office order dated 5-6-91 for his appointment. This office order would disclose the terms and conditions of the appointment of the first party which in turn have been accepted by the first party while reporting duty. His appointment was extended on the same terms and conditions by order dated 7-7-93 making it clear that the extension of his appointment is only upto 31-12-1993; that as per Clause 1 of the offer of appointment, one month's notice was to be given by the management corporation while terminating the services of the first party if they are not found satisfactory. The services of the first party were found wanting to fulfil his duty which was to supervise the work done by the Contractor with the management. He did not properly supervise the work entrusted to him and he had already been warned and censured by his superiors in writing for his laxity in supervision and unsatisfactory service as could be evident from the memos dated 27-8-93, 13-9-93, 26-10-93 and 3-11-93. In spite of this the first party did not show any improvement in his performance. Besides, as the work in the project was also almost getting completed, the management thought it fit to notify the first party about his employment being coming to an end and therefore, accordingly as per the terms of appointment offer, he was issued with the notice dated 13-11-93 proposing to terminate his services on the expiry of 31-12-93; that the policy of the management corporation was that when ever temporary appointment had to be continued to bear in its mind the need of the work, the requirement of the staff and so also take note of the fact of employee's work being satisfactory or not so as to be continued for the period beyond the date of employment extended. Therefore, as the employment of the first party was extended only upto 31-12-1993, his termination is in accordance with the terms of appointment and it is a termination simplicitor not

punitive or stigmatic and therefore there is no violation of principles of natural justice or any rules or regulations of the management corporation; that the notice dated 13-11-93 was challenged by the first party in a Writ Petition to the High Court and since he obtained an ex parte Interim Order dated 28-12-93 with a direction to the management not to terminate his services, the management put in abeyance his termination order until further orders of the High Court. The High Court passed an order upholding order of termination on 26-4-94 giving option to the first party to work out his remedy before other forum. The management passed an office order dated 28-4-94 terminating the services of the first party w.e.f. 30-4-94. The appeal preferred by the first party against the said order of learned single judge in Writ Petition was dismissed on 29-6-95. Thereupon the first party raised the dispute under Section 2-A of the ID Act and that resulted into the present reference.

5. The management denied various contentions taken by the first party denying that it issued a certificate to him on 21-10-92 certifying his hard working, intelligent and that he bore good character and that the working of the first party was appreciated on number of occasions. It denied the contention that the management took heavy work from the first party and assured him that notice dated 26-10-93 will be withdrawn and that it has been issued only for the sake of termination of service and to reappoint him afresh in same cadre. It also denied that the above said Writ Petition was disposed of by the High Court on technical grounds and not on merits. It denied that the management appointed and continued in service some of the employees appointed along with the first party though they had no eligibility or satisfactory work and that he only had been discriminated. At Para 13 of the Counter Statement, the management, again repeated that the appointment of the first party was purely provisional and contractual one with a condition that his services can be terminated by giving a month's notice or a month's wages in lieu thereof. Therefore, the termination on the expiry of 31-12-93 cannot be treated as punitive and opposed to the principles of natural justice. It is a termination simplicitor coming under Section 2(oo)(bb) of the ID Act; that there was no nexus between the warning memos issued to the first party and the notice of termination or order of termination and therefore, it cannot be said that it is not a termination simplicitor but as a measure of punishment thereby making it necessary to issue a charge sheet and then to hold an enquiry before passing of the termination order. Therefore, the management in the last, requested this tribunal to reject the reference.

6. It is to be noted that after filing of the Claim Statement when the Second Party management did not appear and failed to file its Counter Statement, my learned Predecessor on the basis of oral and documentary evidence pressed into service on behalf of the first party, passed an

award dated 20-3-1999 allowing the reference with a direction to the management to reinstate the workman to his original post or to absorb him to a permanent post with a further direction to the management to pay a sum of Rs. 36,000 towards the back wages. Aggrieved by this award the management preferred a writ petition No. 23848/99-L (TR) and the Hon'ble High Court by its order dated 13-12-04 has remitted the matter back to this tribunal for fresh disposal in accordance with law, giving opportunity to both the parties to adduce further evidence, if any. There-upon the matter was taken up from the stage of the filing of the Claim Statement and the Management filed its Counter Statement referred to supra. On the completion of the pleadings, on behalf of the management, an affidavit evidence of one Shri Nalinakshan. P. said to be the Regional Personnel Officer in the management corporation was filed and in his further examination chief the documents at Ex. M1 to M13 were marked. Whereas, in continuation of the earlier statement of the first party workman made before this tribunal, he was further examined in chief and documents at Ex. W8 to W10 were marked. In his earlier examination chief documents at Ex. W1 to W8 were marked (Ex. W8 in his further examination chief was doubly marked). both the witnesses have been cross examined by the respective parties. The statement of management witness in his affidavit is almost the replica of the Counter Statement filed by the management so also it is the case with the first party workman who almost repeated the averments made by him in his Claim Statement. I would like to come to their cross examination statements as and when it is found necessary and relevant. The documents marked at Ex. M1 to M13 by the management are as under :

- Ex.M1 : Annexure-A—Copy of the Appointment Order dated 1-10-90 issued to the first party.
- M2(W1) : Annexure B—Copy of appointment letter dated 23-4-91 issued to the first party along with a typed copy.
- M3 : Annexure-C—Copy of duty report dated 30-4-1991 submitted by the first party.
- M4 : Annexure-D—Copy of Office Order dated 5-6-91 issued to the first party.
- M5 : Annexure-E—Copy of Office Order dated 7-7-93 issued by the 2nd party.
- M6 : Annexure-F—Copy of Warning Memo dated 27-8-93 issued to the first party.
- M7 : Annexure-G—Copy of Warning Memo dated 13-9-93 issued to the first party.
- M8 : Annexure-H—Copy of the Warning Memo dated 26-10-93 issued to the first party.
- M9(W3) : Annexure-J—Copy of the letter dated 3-11-93 from the Second Party.

- M10 : Annexure-K—Copy of Notice of Termination dated 13-11-1993 issued to the first party.
- M11 : Annexure-L—Copy of Order of Termination dated 31-12-93 issued to the first party.
- M12 : Annexure-M—Copy of Office order dated 1-1-94 issued to the first party.
- M13(W6) : Annexure N—Office Order dated 28-4-1994 issued by the Second Party to the first party terminating his service along with a typed copy.

7. Ex. W1 as seen above, is the appointment order dated 23-4-91. Ex. W2 is said to be a daily report of progress furnished by first party to AEE. Ex. W3 is a copy of the letter dated 3-11-93. Ex. W4 is order dated 13-11-93 terminating the services of the first party (Ex. M11). Ex. W5 is the representation of the first party to the Chairman and MD of the Corporation. Ex. W6 is the order dated 28-4-94 terminating the services of the first party subsequent to dismissal of his writ petition. Ex. W7 is the notification regarding seniority list of employees coming under the category of the first party said to have been made permanent in their job. Ex. W8 is the letter copy where under the first party sent copy of the Claim Statement to the Second Party before the aforesaid award was passed. Ex. W8 once again marked is the copy of the letter dated 21-11-03 regarding selection of Jr. Engineers by the Second Party. Ex. W9 is the copy of the office order dated 29-4-04 regarding the selection of Section Engineers by the Second Party. Ex. W10 is the copy of the letter dated 24-10-96 regarding seniority list.

8. Learned counsel for the management filed his written arguments. His first main contention is that the order terminating the services of the first party is termination simplicitor not requiring any Domestic Enquiry to be conducted against the first party before his services were terminated and not attracting the provisions of Section 2(oo) read with Section 25F of the I. D. Act. He contended that as per Ex. M1 first party was appointed as Technical Mate on temporary basis on daily wages of Rs. 40 for a period of 3 months and thereupon after holding an interview, along with other candidates first party was selected for the job of Foreman and accordingly was appointed as per Ex. M2 dated 23-4-1991, once again temporarily on contract basis initially for a period of one year to be extended for further period of 3 to 4 years and as per the officer order at Ex. M5 dated 7-7-93 services of the first party workman along with others were extended upto 3-12-93 on the same terms and conditions as stipulated in Ex. M2. Learned counsel invited the attention of this tribunal to Clause (1) of Ex. M2 in justifying the action of the management in terminating the services of the first party as per order dated 31-12-93 vide Ex. M11 contending

that the above said clause is very much clear laying down the condition that services of the first party are terminable during the contracted period of one year initially made and also during the extended period giving one month's notice on either side or on the payment of one month's emoluments in lieu of the notice in case services of the first party were not found necessary. Therefore, learned counsel submitted that there was nothing wrong on the part of the management in issuing the notice dated 13-11-93 vide Ex-M10 nothing the first party that his services will be terminated w.e.f. 31-12-93 as were found unsatisfactory, as notice since was issued in the light of clause I of the offer of the appointment at Ex-M2. He submitted that from the wordings of notice at Ex. M10 and the termination order, Ex.M11, it can never be said that his services were terminated by way of punishment attaching any stigma to the career of the first party. In the result it was a termination simplicitor.

9. His next contention was that the termination in question falls under clause 2(oo)(bb) of the ID Act as the first party's appointment was on contractual basis initially for a period of one year and then was extended up till 31-12-93. He also contended that in the meanwhile the project for which the first party was appointed also was nearing completion and therefore, services of the first party could not be continued any more. To support his argument that services of the first party were not found satisfactory inviting the termination order, learned counsel placed reliance on three memos issued by way of warning at Ex. M6, M7 and M8 dated 27-8-93, 13-9-93 and 26-10-93.

10. In support of his argument learned counsel relied upon decisions reported in 1991(1) SCC cases page 691 State of UP V/s. K. K. Shukla, 1994(1) ILR page 242—Dr. Shivalingaiah Vs. State of Karnataka, 1999(3) SCC Page 60, 1993 (23) Administrative Tribunal Cases 389 SC and a case reported in 1976 LLJ I page 478 SC.

11. Whereas, learned counsel for the first party argued that the case on hand was not a case of termination simplicitor but by way of punishment attaching stigma to the career of the first party disabling him to seek any future employment, elsewhere. His contention was that in order to appreciate this fact, notice of termination of Ex. M10 and termination order at Ex. M11, cannot be read in isolation to the alleged memos at Ex. M6 to M9 issued to the first party. He contended that if all these documents are to be read together, would make it abundantly clear that the termination order was founded and based on the aforesaid 3 notices/charge memos particularly the Memos at Ex. M8 & M9 issued on the allegations that the performance of the first party was not found to be satisfactory as he was found to be sleeping while on duty. His next contention was that the appointment of the first party cannot be linked with any project as there is no mention of such project in Ex. M2 issued to the first party.

He contended that services of first party were not terminated on account of completion of the project as no such cases made by the management and it is also in the evidence that those who were appointed along with the first party have been retained by the management in as much as Juniors to him have been given promotions and still continued in services of the management. Therefore, learned counsel submitted that since undisputedly the first party was in continuous service of the management for a period of about 3 years and his service came to be discontinued on the misconduct alleged against him as per the aforesaid charge memos termination in question is not a termination simplicitor but a termination punitive in nature attaching stigma to the career of the first party as no Domestic Enquiry was conducted and opportunity of hearing was not given to the first party before such termination order passed. He further contended that the first party being in continuous service of more than 3 years, his services could not have been terminated without the compliance of Section 25F read with Section 2(oo) of the ID Act and therefore, it was a case of illegal retrenchment. Learned counsel submitted that it is not a case of contractual appointment coming under the purview of Section 2(oo)(bb) of the ID Act as services of other persons who joined along with the first party have been continued suggesting the fact that the employment held by the first party was still existence. To support his argument that case on hand was not a case of termination simplicitor, learned counsel relied upon the case reported in AIR 1986 SC 1626—Jarnail Singh and others V/s. State of Punjab and others and a case reported in 1999 I LLJ 1054 SC—Dipti Prakash Banerjee V/s. Satebdranath Bose National Center and a case reported in 1999 I LLJ page 432 SC—Radhey Shyam Gupta Vs. UP State Agro Industries Corporation. In support of his case that the termination in question is hit by the mischief of Section 25F of the ID Act and does not fall under Section 2(oo)(bb) of the ID Act, he cited the rulings reported in 1997 LLR 589 Bombay High Court and 1997 LLR 366 Rajasthan High Court.

12. After having gone through the records, I find very much substance in the arguments advanced for the first party. A careful reading of month's notice issued to the first party at Ex. M10, termination order dated 31-12-93 at Ex. M11 read with the charge memos at Ex. M9 referred to supra coupled with the memos at Ex. M6 to M8, it can be very well gathered that the termination notice at Ex. M10 and the termination order at Ex. M11 had its foundation in the aforesaid memos at Ex. M6 to M8 and letter notice at Ex. M9 written by the Dy. Chief Engineer, KRCL, Honavar to the Chief Engineer, KRCL, Karwar. Those memos and the said letters in order are as under :—

Ex. M6 : Through Assistant Engineer/Ankola :

During the inspection of Reach—XII works in the afternoons of 28-8-93 you were not found in Ankola for joint inspection of Reach XIII works. This clearly

shows that, you have deserted the work place without prior permission which is highly irregular.

Please note that, this letter is issued as a warning letter and any recurrence of such incident will have to be viewed seriously. Please acknowledge receipt of this letter.

Sd/-

S. Balakrishna,
Dy. Chief Engineer

Ex. M7 : Punctuality in attendance :

On 10-9-93, when I was proceeding to Karwar I notice you to proceeding to site near Karwar Post at 8.45 A. M. Your site work being at Ankola, it is surprising to note that you are not punctual in attendance to your works. It is also reported on earlier occasions by AEN, that you are not regular and punctual in attendance, which is highly irregular.

You are hereby warned to be careful in future and recurrence of such incident will be viewed seriously. Please acknowledge receipt of the letter.

Sd/-

S. Balakrishna,
Dy. Chief Engineer

Ex. M8 : Negligence at work site :

During my inspection at 00.45 hours on 23-10-93 at T. 5A North face, I found you sleeping inside the site office, with all the doors and windows closed. It was also noted that erection for 153 rings was going on at that time. Especially when re-erection of the ring was going on inside the tunnel due to unsymmetrical erection of the ring in question, your presence at the site office at that juncture is beyond comprehension. Please note that repetition of such incidents of negligence will invite stern action. This serves as a severe warning.

Sd/-

XEN/KRCL/Honavar

Ex. M9 : Termination of services on the expiry of the currency of the post :

Shri Shivashankar Vernekar. Foreman has joined Honavar division on 28-9-03 (FN) as per the above office order. The performance of Shri Vernekar is found to be unsatisfactory and he has been found to be sleeping on duty at Tunnel site office when his presence was very much required inside the tunnel due to erection problems. He has been issued a charge memo for the same and he refused to receive even the charge memo. He has already been imposed disciplinary action by Dy. CE/Kumta and warned several times.

In the interest of building up a good disciplined and responsible cadre for future of Konkan Railway, he may be terminated from service on expiry of the

currency of the post (31-12-93) by serving due notice. It will be liability for Konkan Railway if such staff are continued in service.

Sd/-

Chief Engineer,
KRCL/Honavar

13. Therefore, from the perusal of the above said memos and the letter, one cannot buy the arguments advanced by the management that the order terminating the services of the first party was termination simplicitor and not a termination Punitive in nature attaching stigma to the career of the first party. The aforesaid memos read along with the aforesaid letter would speak to the fact that the first party workman allegedly committed misconduct while discharging his duties as he was found sleeping on duty. The first memo says that he was not found in Ankola for joint inspection and thereby deserted the work place. Ex. M7 says that he was not punctual to his works and in attendance on many occasions. Ex. M8 says that he was found sleeping inside the site office with all the doors and windows closed and Ex. M9 is the report against the first party to say that his services were not found satisfactory as he was found sleeping on duty and that he also refused to receive the charge memo issued for the same and therefore, he has already been imposed disciplinary action and warned several times. Therefore, these documents if read together along with termination order as well as termination notice, one must attach due significance and weight to the arguments advanced by the first party that the termination in question resulted on account of alleged bad past service record of the first party. It is in this view of the matter one must further attach weight to the contention of the first party that this notice of termination at Ex. M10 and termination order at Ex. M11 had their foundation in Ex. M6 to M9. In fact there is no word used in the termination order, that the services of the first party were found unsatisfactory but one can easily make out that this termination order was at the result of the grievance of the management in issuing aforesaid charge memos to the first party and letter at Ex. M9 referred to supra. Their Lordship of Supreme Court in the above said case of Jarnail Singh & Others while dealing with similar question at paras 32 and 33 laid down the principle as under :

"Para 32 : The position is now well settled on a conspectus of the decisions referred to herein before that the mere form of the order is not sufficient to hold that the order of termination was innocuous and the order of termination of the services of a probationer or of an adhoc appointee is a termination simplicitor in accordance with the terms of the appointment without attaching any stigma to the employee concerned. It is the substance or the order i.e. the attending circumstances as well as the basis of the order that have to be taken into consideration. In other words, when an allegation is made by the

employee assailing the order of termination as one based on misconduct, though couched in innocuous terms, it is incumbent on the Court to lift the veil and to see the real circumstances as well as the basis and foundation of the order complained of. In other words, the court, in such case will lift the veil and will see whether the order was made on the ground of misconduct, inefficiency or not. In the instant case we have already referred to as well as quoted the relevant portions of the averments made on behalf of the state respondent in their several affidavits alleging serious misconduct against the Petitioners and also the adverse entries in the service records of these petitioners, which were taken into consideration by the Departmental Selection Committee without giving them any opportunity of hearing and without following the procedure provided in Art. 311(2) of the Constitution of India. While considering the fitness and suitability of the appellants for the purpose of regularizing their services in accordance with the Government Circular made in October 1980. Thus the impugned orders terminating the services of the appellants on the ground that "the posts are no longer required" are made by way of punishment.

Para 33 : It is also appears on a consideration of the averments made in Paragraphs 7 and 8 of the Additional Affidavit sworn by one of the appellants Swinder Singh on August 8, 1984, which has not been controverted at all by the respondents, that the respondents though terminated the services of the Petitioners on the ground that "these posts are no longer required" have retained and regularized the services of ad hoc employees mentioned in Paragraph 7 as well as ad hoc Surveyors who were recruited later in the said post of Surveyors to the prejudice of the rights of the appellants, thereby violating the salutary principle of equality and non-arbitrariness and want of discrimination and as enshrined in Arts. 14 and 16 of the Constitution of India. It is pertinent to refer here to the decision rendered by this court in Sughar Singh's case (AIR 1974 SC 423) where it had been held that the order of reversion reverting the respondent from his officiating appointment to the post of Platoon Commander to the post of permanent Head Constables while retaining 200 other Head Constables who were junior to him in the officiating higher posts of Platoon Commanders was discriminatory and arbitrary being in contravention of the Arts. 14 and 16 of the Constitution."

14. Similar was the view taken by their lordship of Supreme Court in Dipti Prakash Banerjee's case observing that the findings were arrived at in enquiry as to misconduct behind the back of the officer or without a regular

departmental enquiry, the simple order of termination is to be treated as founded on the allegations and will be bad. In the instant case though charge memos were issued against the first party alleging the misconduct of dereliction of duty and committing misconduct found sleeping on duty but unfortunately no departmental enquiry was conducted and no opportunity of hearing was given to the first party despite the fact that he made a representation dated 10-2-94 at Ex. W5 in response to the termination notice at Ex. M10 (Ex. W4). In all fairness the management was supposed to afford a personal hearing to the first party when he pleaded innocence and sought for enquiry into the matter as to how his services were found unsatisfactory. It appears that management was predetermined to get rid of the services of the first party and therefore, resorted to issuing the memos at Ex. M6 to M8 making it the basis by way of letter Ex. M9 to build up a case against the first party and then to terminate his services. Therefore, the management now cannot be allowed to say that the termination order is not linked with the aforesaid charge memos issued to the first party. Therefore, in the light of the principle laid down by their Lordship of Supreme Court in the aforesaid two cases, it is to be held that the termination order in question had its foundation in the aforesaid memos and letter at Ex. M6 to M9 and i.e. why it cannot be said that it was not a termination punitive in nature attaching stigma to the career of the first party thereby disabling him to secure any future employment as well.

15. Now, coming to the question whether the appointment of the first party was on project side, as argued for the learned counsel for the first party, Clause 1 of the offer of appointment at Ex. M2 is very much silence on this point. It is to be seen that during the course of cross-examination of WW1 on behalf of the management though it was elicited from his mouth to say that his appointment as a Technical Mate was project base but there is no suggestion made to WW1 to say that his appointment as a Foreman was also project linked. The contention of the management that the case on hand falls under Section 2(00)(bb) of the ID Act is again of no help. It is not in dispute that since from the date of his appointment as a Technical Mate on 1-10-90, the first party was in service of the management and later as a foreman up till 31-12-93. It is again not in dispute that he was in continuous service of the management during the said period. Here we have to take the assistance of Principle laid down by their Lordship of Bombay High Court in the case referred to supra at para 5, it is observed as under :

Para 5 : I do not find any merit in the above contentions advanced on behalf of the Company by Shri Rele. On facts, the matter may be examined. Firstly, in the present case, the company never pleaded computerization being the ground for not allegedly renewing the Contract of service.

Secondly, in the present case, the company has invoked Section 2(00)(bb) of the said Act, 1947 and since Section 2(00)(bb) is an exception to the general rule of compliance of Section 25F of the said Act, the burden within the company to prove its case before the Labour Court. If we go through the evidence on record, there is no evidence to show as to when the Company decided to introduce the programme of computerization. The evidence on record further indicates that other co-workers who were also appointed on temporary basis were made permanent. The evidence on record clearly indicates that in any event, computerization took place in March 1989. Lastly, the evidence on record clearly indicates that the workman has worked for 240 days over a period of time and for at least three years he has been treated as temporary employee. Even in the case cited by Shri Rele before me, reported in 1996 1 CLR 328, the learned single Judge has observed in para 8 of the said judgement that the provisions of Section 2(00)(bb) have been whittled down by a series of judgments of this court and other High Courts and it cannot be extended to cases where the job continues and the employees work is also satisfactory and yet, periodical renewals are made to avoid regular status to the employee. It is further observed by the learned single Judge that where circumstances indicate that letters of appointment were issued as a camouflage to circumvent provisions of the Industrial Dispute Act or to deny the benefit of permanency to the workman who has worked for 240 days then the Company cannot resort to the provisions of Section 2(00)(bb). Lastly, the letter of appointment cannot be treated as a conclusive piece of evidence. We have to see the contents of the letter in the context of the nature of employment and the nature of the work including the period for which a workman has worked during the relevant time. On facts of the case, therefore, the judgment of the learned single Judge in the case of Director of Health Service (Supra) has no application to the facts of this case. In the present case, the workman has been working for over a period of three years. He has claimed the status of permanency. The company has not led evidence to show that on the ground of computerization, they were not willing to renew the contract of employment. On the other hand, the evidence shows that other workers who were also appointed on temporary basis have been made permanent. There is also no evidence to show as to whether those workers were appointed prior in point of time to Shri Pawaskar (Respondent No. 1 herein). There is also no evidence to show as to whether Shri Pawaskar was junior to the other workers and that the work for which Shri Pawaskar was appointed had come to an end. In the above

circumstances, the Labour Court was right in allowing the reference."

16. Similarly in above cited Rajasthan case, his lordship had an occasion to observe and uphold the rule of "last come first go" and laid down the principle that since the above said principle was not followed the termination was bad amounting to retrenchment. In the instant case the statement of first party in his examination chief that management prepared seniority list of his category and made those employees permanent as per Ex. W7 has not been challenged in his cross examination. His further statement that two foremen senior to him and about 55 juniors to him were made permanent and promoted after the closure of the project was also not controverted in his cross examination. On the other hand the management witness in his cross examination to a question as to when the tunnel work has completed, he has shown his ignorance. To a question if the employees appointed as the foreman subsequent to the first party and were junior to him have been made permanent, subsequently, he was also unable to say if those juniors to the first party have been promoted as Junior Engineers then as Section Engineers. Therefore, if we take the statement of MW1 showing his ignorance as not denying the said fact and the above said statement of first party on the point, it is crystal clear that the appointment of the first party and others alongwith him was not linked to any project nor was based on any contractual period as undisputedly as the other candidates were promoted to the higher post and retained service. Therefore, this being the case, services of the first party could not have been terminated in the absence of any Domestic Enquiry in violation of principles of natural justice and also without the compliance of provisions of Section 25F of the ID Act. On the both these counts, the order terminating the services of first party are liable to be set aside as illegal and void ab initio.

17. The principle laid down by their Lordship of Supreme Court in various cases referred to supra and cited on behalf of the management in fact will lend support to the case of the first party rather than the management. The above said ruling of their Lordship of Supreme Court in the Dipti Prakash case as seen above, in fact supports the arguments advanced by the first party in holding that termination order is bad if it contains stigma but no regular enquiry has been conducted. Principle laid down in decision reported in 1991 SC 691 will not attract to the facts of the present case. In that case termination was effected on assessment of suitability on consideration of adverse entry and preliminary enquiry report which are not the foundation of the present termination order. Principle laid down by our Hon'ble High Court in ILR 1994 Karnataka 242 again, to be distinguished on the facts involved in the case. Moreover, in the light of principle laid down by the Supreme Court on the point in question

already discussed above, the management cannot take help of the aforesaid decision.

18. Similarly, the principle laid down in the above said Dr. Pandurang Godwalkar case run against the interest of the management. In the instant case there is a direct nexus between the termination order and the preceding memos and the said letter at Ex. M6 to M9 referred to supra. In the result impugned punishment order terminating the services of the first party cannot be maintained and accordingly is set aside as illegal and void ab initio.

19. In the light of the aforesaid finding, now the next question would be as to 'what reliefs and benefits the first party is entitled for'. The termination order being set aside, the natural consequences to follow would be by way of his reinstatement in service. As far as the backwages are concerned, the management on which the burden of proof was cast to show any gainful employment of the first party while out of its service, has not produced any evidence to the above effect. MW1 has not spoken on this aspect. The first party also took no pains to establish before this tribunal that he had not been gainfully employed after his services were terminated. Therefore, keeping in view the lapses on the part of both the parties and also taking into consideration of the fact that the first party's services were terminated long back in the year 1993 and a long period of more than 10 years has been elapsed as on today from the date of his termination, it appears to me that ends of justice will be met if the first party is ordered to be reinstated in service with 60 per cent of the back wages from the date of termination till the date of his reinstatement with continuity of service and other attended benefits. Hence the following Award.

AWARD

The management is directed to reinstate the first party in service with 60 per cent of the backwages from the date of termination till the date of his reinstatement with continuity of service and all other consequential benefits.

(Dictated to P.A., transcribed by her corrected and signed by me 5th August, 2005).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 25 अगस्त, 2005

का. आ. 3248—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 40/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-8-05 को प्राप्त हुआ था।

[सं. एल-12012/41/2001-आई. आर. (बी. II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 25th August, 2005

S.O. 3248.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen, which was received by the Central Government on 24-08-2005.

[No. L-12012/41/2001-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 4th August, 2005

PRESENT :

Shri A. R. Siddiqui, Presiding Officer.

C. R. No. 40/01

I Party

Shri K. P. Iqbal Hussain,
S/o Late K. P. Ahad,
No. 1, 1st Cross,
1st Main,
Vivekanagar,
Bangalore-560047

II Party

The Managing Director,
Syndicate Bank,
Head Office,
Manipal-576119

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/41/2001 [IR (B-II)] dated 4th/7th June, 2001 for adjudication on the following schedule :

SCHEDULE

"Whether the management of Syndicate Bank is justified in terminating the services of Shri K. P. Iqbal Hussain former Clerk ? If not, what relief the workman is entitled to ?"

2. The first party workman in his Claim Statement challenged the Enquiry Proceedings conducted against him, findings of the enquiry holding him guilty of the charges of misconduct levelled against him and the dismissal order passed against him based on the above said enquiry findings. The averments made in the Claim Statement at Para 2, 3, 4, 6 to 12 are as under :

Para 2 : That the first party workman joined the services of the Second Party Management as Special Staff with effect from 14-1-1974. He reported for duty at Central

Accounts Office, Syndicate Bank, Gandhinagar Branch, Bangalore. 1st party worked as Special Staff till 14th July, 1980, and he was promoted as Clerk and posted to Mysore Road Branch of the Second Party management to work upto 1982 and thereafter the first party workman was transferred to Wilson Garden Branch of the Second Party where the first party workman worked for about 7 years i.e. upto 1989. The first party was once again transferred to Gandhinagar Branch and he was posted to work at Currency Chest, as a clerk.

Para 3 : That since from the date of his initial appointment in the year 1974, he was discharging the duties entrusted to him with utmost devotion and sincerity. The service record maintained by the first party workman with the second party management is clean and excellent one inasmuch as there is not even a single black spot in his service career of about 24 years. The first party workman submits that looking at his hard work, sincerity and devotion in discharging his official duties, he was promoted as Clerk in the year 1980 and he was posted to Gandhinagar Branch in the year 1989 and thereafter was asked to work as Potdar. The first party workman continued to work with the Second Party management as clerk/potdar till he was illegally dismissed from service vide order dated 27-12-1999. The said order has been served on the first party workman on 4-1-2000. The first party workman submits that on receipt of the order of dismissal, the first party workman submitted a detailed appeal to the appellate authority on 14-3-2000. Thereafter a personal hearing given to the first party workman, the General Manager vide his order dated 17-4-2000 was pleased to concur with the findings of the Disciplinary Authority and confirmed the penalty of dismissal from service imposed on the first party workman, by dismissing the appeal.

Para 4 : That vide, order dated 14th October, 1998, passed by the Assistant General Manager, he was placed under suspension on some false and baseless allegations. The first party workman submitted his reply denying the allegations. Not being satisfied with the reply submitted by the first party workman, the Second Party Management issued a charge sheet against the first party workman dated 14-1-1999 on the same allegations. The first party workman submitted his reply to the charge sheet on 15-2-99 denying the allegations. Not being satisfied with the reply submitted by the First Party workman the Second Party Management initiated disciplinary proceedings against the first party workman. Thereafter, a farce of an enquiry was held, wherein the first party workman was denied all the reasonable and adequate opportunities to put forth his defence and the entire enquiry was held to utter violation of the principles of natural justice.

Para 6 : That he was working as Potdar with the Second Party Management at Currency Chest, Gandhinagar, Bangalore. On remittance duty, the first party

workman on 25-9-1998 accompanied cash remittance of Rs. 40 crores in 78 boxes from currency chest, Bangalore, to Currency Chest, Gulbarga. On 25th September, 1998 the cash remittance was arranged by loading 78 boxes in the SLR Udayan Express in the presence of both the custodians i.e. Sri Misrikote and Sri Vasudeva Prabhu. After loading the cash upto 11.30 P. M. both the custodians and the first party workman left the railway station after the SLRs were locked and keys were handed over to the police. The first party workman submits that as per the directions and guidelines from RBI the procedure of packing was taken up. Even though the amount under remittance was loaded in the currency chest at Gulbarga on 26-9-1998, the opening of the box and verifying the bundles commenced on 28-9-1998. On 28-9-98 and 29-9-98 the first party workman with other officials could open only about 48 boxes containing the currency notes and all the boxes containing the notes were found intact and while opening the contents tallied with the slip maintained. The first party workman submits that the 30th September, 1st October and 2nd October were the bank holidays on account of Deepavali.

Para 7 : Once again the opening of the boxes was taken up on 5th October, 1998. At this stage, it is necessary to state that the Senior Manager by name Shri Jayaprakash who was also present at the time of opening of 48 boxes on 27th and 28th September, 1998 had left to Darjiling on LFC giving the charge to Shri Vikram Naik, the Branch Manager. It is only thereafter on 2 successive days i.e. on 5th and 6th October in the presence of said incharge officer the opening of the remaining boxes was taken up.

Para 8 : That on 5-10-98, the process of emptying the remaining cash boxes and stacking of the cash in the cash bin was taken up. In Box No. 12 which contained the currency notes of Rs. 100 denomination. It was found that one of bundles had only 9 packets instead of 10 packets and thus there was shortage of one packet of 100 pieces of Rs. 100 denomination totalling Rs. 10,000 (Rs. Ten thousand only). Once again on 6-10-98, the first party workman and his joint custodians of the cash, Mrs. Vasumathy of Currency Chest, Gulbarga were supervising the opening of the cash boxes and stocking of the cash in the bin. While keeping the cash inside the bin, she noticed that few bundles of Rs. 100 denominations are loose and falling. On counting the loose packets, it was revealed that there were only 9 packets of Rs. 100 denomination and not 10 as required. Subsequently on verification of empty boxes in one of the boxes kept above the bin, the missing packet of Rs. 100 denomination was traced out. Under the circumstances, the Second Party suspected that the first party workman has surreptitiously removed the bundle and kept the same on the top of the bin.

Para 9 : Placing reliance on the above said allegations a charge sheet was issued to the first party

workman on 14-1-1999. Along with the said charges one more allegation was also levelled against the first party workman. The said allegation is that on 5-10-98, the first party workman initialed in the attendance register pertaining to 3-10-1998 to make it believe that he was present at the currency chest Gulbarga on 3-10-98 and thus made an attempt to gain undue advantage at the cost of the Bank. Accordingly, the charge sheet, dated 14-1-1999 was issued to the first party workman. Thus it was further alleged against the first party workman that he was committed gross misconduct as per the clause 19.5(j) of the Bipartite Settlement and the first party workman was asked to submit the statement of his defence within 15 days.

Para 10 : On receipt of the said charge sheet, the first party workman has submitted detailed reply to the charge sheet on 15-2-1999 denying the charges. In his statement, the first party workman has clearly stated that it is true that he has accompanied the cash remittance of Rs. 40 crores in 78 boxes as Potdar from the Currency Chest, Bangalore to Currency Chest, Gulbarga on 25-9-1998. But he has denied the charges in toto. The first party workman pleaded that he is innocent of allegations levelled against him and submitted that he has not committed the misconduct and requested the management to exonerate him of the charges levelled against him and not to proceed with the enquiry.

Para 11 : That as per the procedure, the packing process was done. The cash has been opened from the boxes in the presence of the joint custodians showing the details of the cash taken from the bin book, which will be kept on the tables for verification. After verification the cash bundles were packed in the presence of both the custodians as well as the first party workman. After packing work is over, the chest slip has been prepared in duplicate, out of which one slip was kept within the boxes and other one is affixed outside the box. The said slip contains the details and denominations number of pieces and also the value along with total weight. Thereafter, the cash has been taken to the Railway Station and it has been loaded to the train.

Para 12 : That after going to Gulbarga, the cash was loaded in the strong room on 26-9-1998. Thereafter, the opening of the boxes was taken up in the presence of the joint custodians. The first party workman submits that Gulbarga on 26-9-1998, the opening of the box and verifying the bundles was carried out on 28th and 29th September, 1998. The first party workman submits that on 5th October, 1998, as stated above, when handing over the cash to the joint custodian, it was found a bundle of 100 denomination contained only 9 packets and there was shortage of one packet of Rs. 100 denomination amounting to Rs. 10,000. The first party workman submits that once again on 6-10-98, similar problem arose and once again there was a packet of Rs. 100 denomination was missing from one of

the bundles and which was subsequently traced out on the tope of the bin on the same day. The first party workman submits that he is no way responsible for the missing of the cash and for shortage of cash as alleged against him. Even though he was vigilant the incident occurred and he could not avoid the same in spite of his best efforts. The first party workman denied the allegations made against him and he pleaded that he has not committed the misconduct and is innocent of the allegations. The case of the first party workman is that of total denial of the allegations.

3. At para 13, he contended that the findings of the Enquiry Officer are perverse inasmuch as the evidence adduced in the enquiry was not considered while drawing the findings. The undue weightage was attached to the statements of the management witnesses discarding the defence statement. In fact, there is no evidence on the record to show that the first party committed the misconduct as alleged against him as no witness deposed to the above effect. The findings are based on surmises and conjunctures and therefore, are perverse in nature liable to be set aside.

4. At para 14, he contended that the Disciplinary Authority mechanically accepted the findings and imposed the maximum penalty of dismissal, excessive and highly disproportionate comparing to the alleged misconduct in as much as his past clean and excellent service records of 24 years and the duties he discharged as Potdar for the last 8 to 9 years in remitting Rs. 300 crores till date was ignored by the Disciplinary Authority. At Para 15, he averred that he accompanied for remittance of Rs. 40 Crores from Bangalore to Gulbarga there being no proper arrangement made by the management in posting a regular Class I Officer for the remittance purpose. At Para 16, he averred that had there been the case of the Second Party that the first party has tampered the bundles and removed the cash, he could have been dealt with penal provisions. In this case no police complaint has been registered against the first party but against the other employees of the Bank. Therefore, the present charge sheet against him was only a formality to save the skins of the higher officials and as a measure of victimization. At para 17, he contended that merely because he accompanied the cash and there has been shortage of cash for which he is no way responsible. He has been held guilty of the charges merely on suspicion. In fact he ought to have been called upon to make good of the shortage amount when the amount in question and the culprits were not traced out as was being done by the management in other cases. No such opportunity was given to him and he was illegally dismissed from service. In a similar incident occurred immediately after the incident, in question at the same branch at Gulbarga involving shortage of Rs. 20,000, the official was asked to make good of the shortage amount. But in his case he was imposed punishment of dismissal adopting the treatment of

discrimination. At para 18, he contended that the police could not trace the cash of Rs. 10,000 which disappeared on 5-10-98 and he ought to have been continued in service like other employees who were equally responsible, particularly, when the police officials have filed 'C' report on the complaint made by the management against its bank officials. At para 20, he contended that at the time of emptying the boxes not only he was present but also joint custodian and other supporting staff like the Attender and the Peon were present in strong room using their services for emptying the cash boxes. The other bank officials including Smt. Vasumati, one of the joint custodian was present at the time of remittance to be held equally responsible has been set free after Disciplinary Action with the minor punishment and whereas, he was singled out by dismissing him from service.

5. At para 21, as far as the 3rd charge is concerned, he contended that he initialed the attendance register on 3-10-98. He did not attend the office on 3-10-98 and left Gulbarga with the permission of the Sr. Manager who told that remittance of the cash will be taken up only 5-10-98. Therefore, since he remained absent on 3-10-98 with the permission of the Manager, he committed no misconduct as alleged against him. In the last para of the Claim Statement he submitted that the punishment of dismissal is illegal, harsh and highly disproportionate keeping in view the gravity of the misconduct alleged, that too not committed by him. He contended that he being the only earning member of the family, he and his family members are on the verge of starvation unable to secure alternate employment and therefore, he may be reinstated in service with all consequential benefits setting aside the dismissal order passed against him.

6. The management by its Counter Statement among other things contended that dismissal order has been passed against the first party on a proved misconduct after conducting a fair enquiry as per the principles of natural justice and in accordance with the provisions of Bipartite Settlement. Therefore, the averments made by the first party otherwise are false and incorrect.

7. At para 4, the management gave the details of charges levelled against the first party to which I will come a little later. At para 6, it was contended that the copy of the report of the enquiry findings was made available to the first party and after having been given an opportunity of personal hearing on proposed punishment of dismissal, the Disciplinary Authority was justified in passing the impugned punishment order. His appeal was also dismissed against the punishment order. Therefore, the punishment of dismissal was quite proportionate to the gravity of the misconduct committed by the first party. Therefore, the reference is liable to be dismissed (pleadings with respect to the validity and fairness or otherwise of the enquiry proceedings are omitted there being separate finding on the said point).

8. Keeping in view the respective contentions of the parties on Domestic Enquiry issue, my learned Predecessor took up the above said issue in the first instance, for trial. During the said trial the management examined the Enquiry Officer as MW1 and got marked 8 documents at Ex. M1 to M8. On his part the first party examined himself as WW1 and in his cross-examination Ex. M9 was marked.

9. After hearing the learned counsels for the respective parties on the above said issue, this tribunal by its order dated 16-7-04 recorded a finding to the effect that the Domestic Enquiry held against the first party by the Second Party is fair and proper. Thereupon the matter came to be posted to hear the learned counsels on the perversity of the findings and the quantum of the punishment. In the meanwhile, learned counsel for the first party filed an application calling upon the management to produce certain documents and that being allowed, the management produced a list with 5 documents as per the orders and they were marked as Ex. W1 to W5 at the instance of the first party. Thereafter the learned counsels were heard on the above said points and the matter is now posted for award.

10. Before adverting upon the respective arguments/contentions raised by the parties, it is worthwhile to bring on record the very charges of misconduct levelled against the first party running as under :—

"You have been functioning as Clerk at our Currency Chest, Gandhinagar, Bangalore since 25-5-1989. While functioning as such, you have, on 25-9-98 accompanied a cash remittance of Rs. 40,00 crores in 78 boxes as Potdar from currency chest, Bangalore to Currency Chest Gulbarga and the opening of cash boxes and handing over the cash to currency chest, Gulbarga, commenced from 28th September, 1998 onwards. It is now alleged against you as under :—

- (1) That on 5-10-98, when the process of emptying the cash boxes you had accompanied and stacking of the cash in the cash bin was going on in your presence, in box No. 12 which contained currency notes of Rs. 100 denomination, it was observed that one of the bundles had only 9 packets instead of 10 and thus there was a shortage of one packet (100 pieces) of Rs. 100 denomination totalling to Rs. 10,000. As per clause 7.2 (f) of the Currency Chest Manual, it is the responsibility of the Potdar to ensure that the correct denomination and quantity of notes as mentioned in the invoice have been packed in each box. Since you have accompanied the cash box No. 12 in the remittance as Potdar, you have failed to ensure that correct denomination and quantity of notes are packed in each box and on account

of your negligence/failure to do so, there was cash shortage to the tune of Rs. 10,000 in Box No. 12, thereby the bank is exposed to financial loss of Rs. 10,000.

- (2) That on 6-10-98, while Vasumati, one of the Jt. Custodians of Currency Chest was supervising the opening of the cash boxes and stacking the cash in the Bin in your presence, she went out of the cash vault leaving the cash bin door unlocked and leaving you alone in the cash vault for the purpose of calling the Attender for assisting you in pushing the cash box near the bin. Immediately on her return, while keeping the cash inside the bin, Ms. Vasumathi noticed few packets of Rs. 100 denomination are loose and falling. On counting the loose packets, it revealed that there were only 9 packets and not 10 as required. Subsequently, on verification of empty boxes, in one of the boxes kept above the bin, the missing packet of Rs. 100 denomination was found. The above circumstances goes to show that you removed one packet of Rs. 100 amounting to Rs. 10,000 surreptitiously and kept the same on the top of the cash bin.

- (3) That, though you were not present at the Currency Chest, Gulbarga, on 3-10-98, you initialed in the Attendance Register pertaining to 3-10-98 to make believe that you were present/ on duty at Currency Chest, Gulbarga on 3-10-98. Thus you made an attempt to gain undue advantage at the cost of the Bank.

The above acts on your part constitute "Gross Misconduct" within the meaning of clause 19.5 of the Bipartite Settlement. You are therefore charged with the gross misconduct of doing acts prejudicial to the interest of the bank vide clause No. 19.5(j) of the Bipartite Settlement. You shall continue to be under suspension in terms of Suspension Order No. 1/98/IRC/S dated 14-10-98. You are required to submit your statement of Defence, if any, within 15 days of receipt of this chargesheet by you".

11. Coming to the 1st charge, learned counsel Shri Vishwanath Bhat representing the first party vehemently argued that the shortage of Rs. 10,000 happened at the time of remittance of Currency Chest. Gulbarga cannot be attributed to the first party as the counting of the cash and stacking of the bundles in the boxes at CC Bangalore had taken place not on account of negligence of the first party but on account of the joint custodian at Bangalore, namely, MM1 and MW6 Shri M. S. Misrikoti and Shri M. V. Prabhu. He contended that it is they who counted, verified and stacked the Currency in the boxes making a bundle of Rs. 1 lakh in 10 packets

each packet containing Rs. 10,000 in Rs. 100 denomination. He contended that first party as a Potdar only was supposed to carry those boxes to CC Gulbarga for the purpose of remittance to be taken place again in the presence of joint custodians namely MW3 and therefore, he cannot be hold guilty of the negligence particularly when undisputedly there was no tampering of the boxes during the course of transit and till they reached to CC Gulbarga and handed over to the joint custodian there for the purpose of remittance.

12. Whereas, learned counsel for the management submitted that under the currency chest manual it is the duty of the Potdar to see that the cash was properly counted, verified and stacked in the boxes in his presence under a detailed slip to be prepared with regard to the quantity of the amount, denominations of the notes packets and bundles etc. in the presence of joint custodian. Therefore, he cannot disown his responsibility by saying that it is a joint custodians alone who were responsible to see and follow the correct procedure as per the CC manual and it is they alone should be held responsible for the negligence caused resulting into the shortage of money under remittance.

13. In order to appreciate the respective contentions of the parties, let me bring on record the very observations in the findings of the Enquiry Officer found on pages 8, 9 & 10 relating to the 1st Charge levelled against the first party.

Regarding Cash shortage of Rs. 10,000 on 5-10-98

There is another allegation against the CSE that because of his negligence, there was cash shortage to the tune of Rs. 10,000 in box No. 12 contained currency notes of Rs. 100 denomination, that one of the bundles had only 9 packets instead of 10, thus there was a shortage of 1 packet (100 pieces). As per Manual of instructions (MEX-7) Para 7.2 it is the responsibility of Potdar to ensure that the correct denomination and quantity of notes as mentioned in the invoice are packed in each box. In the instant case, the CSE had been functioning as Potdar for 9 years and he was working at Currency Chest, Bangalore since 1989. Therefore, CSE must know the above provision. This provision has been quoted in the chargesheet. The Currency Chest Sr. Manager (MW-6) also relied on this document. It is not in dispute that there was a cash shortage of Rs. 10,000 on 5-10-98 in box No. 12 which was opened in the presence of the Potdar. It is also not the case of the CSE that box No. 12 was opened and stacked in his absence. During the enquiry, at no point of time, he made such a statement. Therefore, how the shortage can occur in box No. 12 in which cash was kept/ stacked in his presence at Currency Chest,

Bangalore. The CSE admits having verified the correctness of the cash kept in Box No. 12 at Currency Chest Bangalore. Though he had verified, still he felt that, that particular bundle might have missed proper observation by him while verifying the same. The CSE further said that it was unintentional and entire cash was taken in good faith and without negligence. The CSE's plea that there was no negligence cannot be accepted. As it was his duty to ensure that correct denomination, and quantity of notes as mentioned in the invoice kept in each box, the CSE failed from his duty and failed to ensure that the correct quantity of notes were kept in box No. 12. Therefore, the CSE is at fault. MEX-1 is the schedule of remittance of Rs. 40 crores sent to Currency Chest, Gulbarga from Currency Chest, Bangalore. It shows number of boxes. MEX-2 is Potdar Certificate. It shows the total value of remittance, number of boxes, the distance to be travelled etc. MEX-1 and MEX-2 have been signed by the Potdar for having accepted 78 boxes containing the currency of Rs. 40 crores. MEX-3 is the details of remittance. It confirms that the packet of notes have been verified and packed in the presence of Potdar and the manager, Currency Chest, Bangalore. Regarding the procedure, MW6 has explained that the joint custodians take out the cash from respective bins same is kept on the table for verification. After verification of cash by the joint custodians the Potdar verifies the cash, packetwise, and after confirming the correctness, the cash will be stacked in the boxes. Once it is stacked, before mailing the boxes, once again the joint custodians will verify the number of bundles. Then stacking of the boxes will be done immediately. Regarding the above procedure CSE also confirms before the enquiry forum that it was his duty to ensure the correctness of each bundle which contains 10 packets. He also would prepare the remittance schedule and Potdar certificate. This boxes would be opened at Currency Chest, Gulbarga in his presence and the joint custodians MEX-4, a letter dated 9-10-98 shows that while stacking Rs. 10 denomination bundles from box No. 12 on 5-10-98 at currency chest, Gulbarga, it was found that one of the bundles had only 9 packets instead of 10. Thus there was a shortage of Rs. 10,000. Immediately, Currency Chest, Gulbarga raised a Dr. IBA (MEX-4) on Currency Chest, Bangalore for Rs. 10,000 and requested them to respond. But as per the evidence made available before the enquiry, this Dr. IBA was not responded. It shows that one packet has been removed from one bundle of Rs. 100 denomination, which contained 10 packets. It is an act of pilferage by some one who handled the cash. This Pilferage has taken place because of negligence on the part

of the joint custodians and the Potdar. Who exactly could have been negligent? According to charge sheet, it is Potdar. Therefore, when I enquired the Potdar about the allegations that he was negligent, he came out with a detailed answer that on the day of remittance arranged at Currency Chest, Bangalore, RBI Inspectors were present, the cash verified by them was directly arranged for remittance to Gulbarga that since the RBI Inspectors verified the cash, there was no scope for the CSE to doubt any shortage, that said cash was brought by the attenders for stacking in the boxes and that though CSE also verified the cash, due to heavy cash arranged, the particular bundle could have missed proper observation by him. He also added that his action was unintentional. In my view the CSE's answer amounts to admission to negligence on his part. His answer was because of heavy cash, he would have not properly verified that particular bundle at Currency Chest, Bangalore. Further, though the CSE pleads that the RBI Inspectors were present and that they verified the cash the CSE did not bring this points during the cross-examination of MW6 who was incharge of Currency Chest, Bangalore. The CSE also did not appear as a witness. Therefore, the presence of RBI Inspectors has not been established in the enquiry. The CSE's submission that the cash verified by RBI Inspectors was directly arranged for remittance to Gulbarga cannot be accepted because as per manual of instruction it is the Potdar who has to be satisfied with the correctness of the cash bundles. The CSE's further submission that there was no scope to doubt any shortage when the cash was already verified by RBI Inspectors is against the rules of the Bank. In other words the CSE unnecessarily and without any basis bringing the RBI Inspectors in picture. It is all done by CSE only to cover up his lapses. Had the CSE performed his duty at Currency Chest, Bangalore sincerely as required of him. He should not have pleaded before the enquiry forum that his act was unintentional he might have not properly verified the bundle, cash counted by RBI Inspectors would be directly sent for remittance and that there could be no scope for shortage of the cash verified by the RBI Inspectors. In the above circumstances the allegation framed against the CSE that he was negligent is fully established."

14. After having gone through the oral and documentary evidence brought on record before the enquiry officer and the aforesaid discussion made by the Enquiry Officer with his observations and reasonings given on the charge holding the workman guilty of the misconduct i.e. committing negligence, I do not find much substance in the arguments advanced by the first party

workman. The procedure with regard to the remittance made from one Currency Chest to the other has been very much brought on record in the testimony of the management witnesses and that has not been denied and challenged by the first party workman. In fact he had also spoken to very same procedure in his claim statement as noted above. It is no doubt true that having regard to the above said procedure, the joint custodians at CC, Bangalore were very much answerable and responsible for the correctness and due verification of the amount to be kept in the boxes being remitted to Currency Chest, Gulbarga. The first party workman as a 'Potdar' under the CC manual was supposed to present at the time of counting the cash, making of the packets and putting them into bundles to be stacked into the boxes, the cash was supposed to be verified and properly kept in the boxes before they were taken outside the strong room for the purpose of remittance. It was again necessary for the first party to be present at the receiving end i.e. at CC, Gulbarga and to hand over the cash amount to the joint custodian thereunder due verification. If any shortage comes to light at the receiving end then it will amount to say that, that shortage either has taken place at CC Bangalore or on account of some Pilferage at CC, Gulbarga. As far as pilferage is concerned it is not the case of the management. The case of the management is that the shortage of Rs. 10,000 must have taken place at CC, Bangalore itself due to the negligence of the first party when the cash was being stacked in the boxes to be carried to CC, Gulbarga. This aspect of the case has been fairly dealt with by the learned Enquiry Officer and he has assigned valid and convincing reasonings as to how the first party as a Potdar can be held responsible for the shortage occurred in the remittance of the cash from CC, Bangalore to CC Gulbarga. Merely, because there was no tampering of the boxes during the course of transit or till they were delivered at CC, Gulbarga, it cannot be said that the first party as a 'Potdar' cannot be held responsible for the shortage occurred. To prove the charge of shortage as noted above, there has been sufficient and legal evidence pressed into service on behalf of the management and on the basis of the such evidence learned Enquiry Officer therefore, has come to the right conclusion holding the workman guilty of misconduct levelled against him i.e. he was negligent in handling the cash for the purpose of remittance. Therefore, going by the observations and the reasonings supporting the findings of the enquiry officer brought on record, it cannot be said that it is a case of 'no evidence' or 'no legal evidence' to establish the charges of misconduct of negligence levelled against the first party. The findings of the enquiry officer on the point in my opinion suffered from no perversity and therefore, need no interference at the hands of this tribunal.

15. Now coming to the 2nd Charge, learned counsel for the first party argued that it is a make believe, improved

and afterthought story brought in picture falsely implicating the first party to put up a show that a drastic action has been taken in whole of the episode and in the process the first party was made victim and singled out dismissing him from service. He contended that first of all undisputedly there has been no evidence and it is also not the case of the management that the first party was caught removing a packet of Rs. 10,000 from out of the bundles of Box No. 5 and kept it in Box No. 42 placed above the bin in the Strong Room.

16. Secondly, the story of the management in framing the charge in question is simply based on suspicion taking the help of belated and afterthought statement of MW3, one of the two joint Custodians at CC, Gulbarga alleging that at one point of time she went out of the Vault allowing the first party alone to be inside the strong room and therefore he must be the person who must have removed cash in question from Box No. 5 and kept in Box No. 42 placed above the bin. He contended that the entire basis of the charge in question is the allegation that when MW3 went out of the Strong Room, the first party committed the mischief in removing the cash from the Box No. 5 and kept in Box No. 42. He contended that it is on the basis of the above said statement given by MW3 in her Examination Chief, the enquiry officer jumped to conclusion that the first party being alone inside the Vault must have committed the said mischief intending to misappropriate the said cash. He contended that enquiry officer did not appreciate the statement of MW3 in her cross-examination and so also the statement of MW5 making it very clear that at no point of time first party was alone inside the Vault and therefore, had no opportunity to commit such mischief. Enquiry Officer very conveniently based his findings on the statement of MW3 made in Examination Chief not at all considering her statement in cross-examination coupled her statement at Ex. M8 made before MW7, Investigation Officer which has been conspicuously silent over the crucial allegations rather the very basis of the charge levelled against the first party workman that first party was alone in the Vault when MW3 went out of the Vault to call some Attender to help him to push Box No. 5 from nearby Cupboards to bin No. 106. Therefore, learned counsel invited the attention of this tribunal to re-appreciate the evidence brought on record before the Enquiry Officer in order to see whether the charge on hand has been proved against the first party by any sufficient and legal evidence. He submitted that when admittedly the Peons and Attenders were helping the joint custodians in stacking the currency bundles into the bin, it was too much for the management to hold the first party alone responsible for removal of one of the packets from any of the bundles in Packet No. 5 to be placed in Packet No. 42.

17. As against this, the learned counsel for the management supported the findings of the enquiry officer holding the first party guilty of the misconduct as against

Charge No. 2 levelled against him. From the reading of the discussion of evidence of MW3 and the reasonings given by the enquiry officer in taking the charge in question proved against the first party as argued on his behalf, it can be very well seen that the Enquiry Officer just referred to the statement of MW3 made in her examination chief to the effect that on 6-10-98 the CSE (first party) was pulling Box No. 5 with great difficulty so she went out of the strong room to bring Chandrakanth or Shri Niranjan (Attenders) to help the first party to drag the box. When she returned, she found that the first party had taken the box near Bin No. 106 then she and the first party started stacking the cash from Box No. 5 into the bin which was half filled with the bundles from box No. 42 loose packets when already stacked bundle fell on her hand, she stopped stacking the bundles and gave all the loose packets to the first party to tie them into a bundle and it was found that there were only 9 packets and not 10. She searched all around inside the Bin but in vain. Therefore, based on the above said statement of MW3, as could be read from the findings, the enquiry officer arrived at the conclusion that when MW3 was outside the strong room to call the above said Attenders, the first party must have or might have committed the mischief of remove of cash and therefore, he was held guilty of the misconduct alleged. Now the question arises as to whether the Enquiry Officer was justified in relying upon the above said statement of MW3 made in Examination Chief alone so as to jump to the above said conclusion ignoring her statement in cross examination and her statement made on 9-10-98 before the Investigation Officer marked during the enquiry at MEX. 8.

18. Learned counsel for the first party has drawn the attention of this tribunal to the answers given by MW3 against the various questions in her cross examination so as to suggest that at no point of time first party was alone in the Strong Room and that MW3 was never outside the strong room. Her answer to question No. 20, as to how far she might have walked from the Vault to call Shri Chandrakanth ? For that she stated that she walked upto the Grill door. To the question as to what is the distance between the grill door and the safe door ? She stated that it was just one step. To the question as to whether she could see a person standing at the grill door from the place where Mr. Iqbal (first party) was trying to drag the box ? She gave the answer saying that if box is near the cup board i.e. in its original position she can see a person near the grill gate. To question No. 24 when asked as to whether she personally saw Mr. Iqbal tampering the bundle of currency from the bin and keeping the currency packet of Rs. 10,000 in Box No. 42 on 6-10-98 ? Her answer was that she did not see. In her re-examination by the management representative to a question as to what was the approximate distance between the cub boards and bin No. 106 ? Her answer was about 10 feet. To question No. 1 put to her by the enquiry officer himself as to from where she called the Attenders or PTS ? Her answer was from

the strong room door. Therefore, from all these answers put together it can be very safely gathered is that MW3 never stepped out of the strong room to call any attender so as to help the first party pushing box No. 5 from cub board to bin No. 106. If we go by the above said statement of MW3 elicited from her mouth in the aforesaid answers given by her to the various questions put to her on behalf of the first party, Presenting Officer and so also the enquiry officer, the statement made by her in examination chief that she went out of the strong room to call the said attender must collapse on its own weight. It is very interesting to note at this stage that the story built up by the management that MW3 went out of the strong room and the first party had opportunity to commit the mischief finds absolutely no mention in her statement at MEX. 8 made before the Enquiry Officer. This important piece of evidence i.e. the statement of MW3 which must have been made the basis of the charge against the first party (there was no other complaint either by MW3 or by any other authority against the first party about the alleged misconduct) has not at all been discussed and taken into consideration by the enquiry officer though he referred to it in his enquiry report.

19. It was well argued for the first party that the above said statement at Ex. MEX. 8 which was made by MW3, three days subsequent to the incident on hand is absolutely silent on this crucial aspect of the case. In this statement MW3 while speaking to the remittance of cash taken place at CC. Gulbarga in her presence on 3-10-98, 5-10-98, 6-10-98 and 8-10-98 she stated as under :

"I joined duty on 3-10-98. after I left Gulbarga on 26-9-98 after acknowledging the receipt of 78 boxes from CC Bangalore. On 26-9-98 we have loaded all the 78 boxes in the chest and left at 5.30 P.M.

On 3-10-98 when I joined 48 boxes were already stacked and 30 boxes were yet to be stacked we did not open any box on 3-10-98. On 5-10-98 nine boxes were opened and stacked. While stacking from box No. 12. I observed a bundle containing 9 packets, while verifying the bundles before stacking it in the Bin immediately I brought the fact of deficit to the notice of the Poddar present there. After stacking the entire box I asked Poddar to give the information to Bangalore chest. In the evening Mr. K. V. Nayak, Manager, Station Bazar, who was also Jt. Custodian for the day was informed about everything. Mr. Nayak was not present while opening the box No. 12 and during the observation of the deficit we drew Dr. IBA on CC Bangalore for the deficit. On 6-10-98 and 7-10-98 the stacking continued. On 8-10-98 after the completion of stacking of all the boxes we started searching all the boxes that were already opened to see whether any packet is left unnoticed in any box. When that sort of a thing was not found we started verifying all the Bins that are

stacked with Rs. 100 denomination received in the 2nd remittance to see whether there is any bundle with 11 packets. On 8-10-98 we found out one bundle with 9 packets in the bin No. 47. The matter was reported immediately over the phone to CC, Bangalore. Meanwhile on 6-10-98 while stacking from box No. 5, a bundle from the Bin No. 106 was found to contained 9 packets. The missing packet was subsequently traced from the box No. 42. The stacking of which was already completed. This matter was immediately brought to the notice of Mr. K. V. Nayak, Manager, Station Bazar and also the Jt. Custodian for the day. Potdar was present during stacking verifying the bundle."

20. As could be seen from her statement when she spoke to the incident dated 6-10-98 she only stated that while stacking from box No. 5 a bundle from the bin No. 106 was found to contain 9 packets and the missing packet was subsequently traced from the box No. 42 the stacking of which was already completed and this matter was immediately brought to the notice of the Manager, Shri K. V. Nayak. She said nothing about her leaving the strong room leaving first party alone there unlocking bin No. 106 and that she returned back after some time to find that box No. 5 was already pushed from nearby cup board to nearby bin No. 106. This was the story for the first time brought in picture by way of another statement alleged to have been made by MW3 on 9-10-98 before the Investigation Officer. It is very interesting to note that the above said statement is neither signed by MW3 nor has been marked during the course of enquiry. The statement of her marked during the course of enquiry is at Ex. MEX 8 and that should have been taken note of and appreciated by the learned enquiry officer to test veracity of her statement made before him in her examination chief. He never discussed this material piece of evidence nor as noted above, the statement of MW3 in her cross-examination suggesting that she never came out of the strong room leaving the first party all alone there so as to commit the mischief alleged. The fact that MW3 never came out of the strong room to call the attender to help the first party also has been very much admittedly the management witness, MW5 in his cross-examination. To question No. 3 put to him as to whether he heard Smt. Vasumathi (MW3) calling the attender from the safe on that day? His answer was in the affirmative stating that he heard Smt. Vasumathi calling the attender from inside the safe. To question No. 10, very interestingly when asked whether he observed on 6-10-98 any one of the custodian singly remaining inside the safe room? Answer given by MW5 was that on 6-10-98 Smt. Vasumathi alone was there inside the safe. Therefore, the above stated statement of MW5 instead of substantiating the case of the management that at some point of time first party was alone inside the strong room would go to show that MW3

was all along inside the strong room and that means to say that she never went outside the strong room on the above said date. This statement of MW5 was again not at all considered and appreciated by the Enquiry Officer in its proper perspective. The arguments advanced by the first party that the story of the management to show that at one point of time first party alone was inside the safe/strong room so as to commit the mischief was improved and after-thought story built up by the management cannot be brushed aside lightly. It is on record that for the shortage taken place on 5-10-98, MW3 without any loss of time made a report at MEX. 4 reporting the incident to the CC, Bangalore and also called upon the first party to inform the incident. Whereas, admittedly in her own words, MW3 never made any report for the incident said to have been take place on 6-10-98 and her explanation to that was that as the cash was traced she had shown gesture of forgiving the incident. If really MW3 had a slightest doubt or suspicion in her mind that the mischief was committed by the first party in removing the cash either from box No. 5 or from bin No. 106, she would have been the last person not to bring to the notice of this fact to the notice above said Mr. Nayak (MW4) the other joint custodian along with her at CC, Gulbarga. She must have also reported this incident to Mr. Mishrikote and Mr. Prabhu, the joint Custodians at CC Bangalore (MW1 and MW6). Therefore, the conduct of MW3 in not informing or taking the serious note of the fact of either missing of the cash or tracing it out and at the same time not suspecting the first party for having committed any such mischief would tell tale up on the story of the management implicating the first party for the charge alleged against him. It is also to be noted that no complaint either by MW3 or by any authority much less MW4 was made either to the higher authority or to the joint custodian at CC, Bangalore for the incident which took place on 6-10-98. It is for the first time on 9-10-98 when MW3 made her statement before MW7, she reported the said incident but mentioned nothing about involvement of first party in removing the cash from Box No. 5 or bin No. 106 or keeping it in box No. 42. Therefore, as argued for the first party the story put forth by the management by way of Second Charge against the first party is by way of improved and after-thought attempt by it to implicate him so as to put up a show that the management did not take lightly the shortages of cash taken place on 5-10-98 and 6-10-98 and in the process the first party was made the victim.

21. As could be seen from the evidence brought on record before the Enquiry Officer except MW3 and MW5, evidence of other witnesses is not at all relevant for the purpose i.e. to speak to the alleged incident. MW1 was dropped in place of MW6. MW2 was not the joint custodian as on 5-10-98. MW4 in his statement has made it clear that he was visiting the strong room at the end of

the stacking of the cash into the bin and was going outside the strong room he being the Manager at Station Bazar branch, Gulbarga holding the additional charge of custodian at CC, Gulbarga. MW6 is one of the two joint custodians at CC, Bangalore and MW7 is the Investigation Officer. Therefore, the only relevant evidence to speak to the incident in question was the evidence of MW3 and MW5 and as we have been above their statements in examination chief have been very much shaken and demolished in their cross-examination when they came out to speak to the fact that MW3 never came out of the strong room leaving the first party alone inside there. More over as argued for the first party neither MW3 who was inside the strong room nor anybody else saw the first party removing the cash either from box No. 5 or from bin No. 106 so as to keep it inside the box No. 42 placed above the said bin. Then it is not understandable how the management could hold the first party alone responsible for removal of the cash from the box or from the bin and to keep in box No. 42. It has come in the evidence that there were two attenders namely Niranjana and Chandrakanth helping the first party and MW3 in opening the boxes and stacking the bundles in the bin and at one point of time MW5 also had come inside the strong room being called by MW3. This mischief might have been done by somebody other than the first party and MW3 present in the strong room on the date of incident took place. Undisputedly, the cash in question was never found on the person of the first party either while he was inside the strong room or while he was going out of it after having completed the stacking work.

22. In this context one cannot lose sight of the fact that the first party is in the service of the management have been unblemished service record of about 24 years. He is said to have worked as a Potdar for a period of 8 to 9 years handling as huge as Rs. 300 crores for the purpose of remittance and therefore, it was too much for the management to point the finger against the honesty and integrity of the first party workman levelling the silly charge that too without any basis just based on assumptions and presumptions. Therefore, as argued for the first party the findings of the enquiry officer based on surmises and conjecture and not based on any legal or sufficient evidence certainly suffered from perversity and are liable to be set aside at the hand of this tribunal. In the result the findings of the enquiry holding the first party guilty of the Charge No. 2 are hereby set aside as perverse.

23. Now coming to the 3rd Charge levelled against the first party that despite he being absent at the strong room on 3-10-98 he initialed the attendance register on 3-10-98 as well as on 5-10-98, undisputedly, to make it clear that he was present at CC Gulbarga on 3-10-98 and that it was an attempt by him to gain undue advantage at the cost of the bank. As argued for the first party it is again an attempt on the part of the management to make

the matter very serious by adding the number of charges. There was no mention of this charge as per the suspension order against the first party as argued for the first party and not denied on behalf of the management. It came into picture only by way of charge sheet. It is the case of the first party that he had left Gulbarga to Bangalore on 3-10-98 with the permission of the Branch Manager on an understanding that the remittance work will be taken up only on 5-10-98. However, he did not dispute the fact that he initialed the attendance register showing his presence on 3-10-98 without the permission of the authority concerned. In fact for such a minor lapse on the part of the first party the manager concerned could have been asked him to seek leave on the above said date or else he will be taken as absent on that day. He also could have issued a memo to the first party as to why he signed the register without his permission. Nothing of the sort was done and on one fine morning it was made one of the issues by way of issuing the charge sheet on hand. However, since first party admittedly did not take permission of the concerned authority putting his initial in the attendance register nor applied for leave for the said date he has to be held responsible for the lapse in question. The findings given by the Enquiry Officer holding the first party responsible for the said charge therefore, need not be interfered.

24. Now, the next question to be considered would be as to 'what the punishment first party deserved when the serious charge of misconduct of removal of the cash has not been established'. The first party has produced before this tribunal the punishment order copies in respect of the joint custodians Shri Mishrikote and Prabhu at CC, Bangalore who were charge sheeted for the shortage took place on 5-10-98, the punishment of reduction in basic pay by one stage in time scale of pay with immediate effect for a period of one year noted down by the Disciplinary Authority was modified by the Appellate Authority making it for a period of 6 months instead of one year vide Ex. W1 in case of Mr. Prabhu. For the other joint custodian, similar was the punishment imposed for the aforesaid shortage taken place on 6-10-98 vide Ex. W4. For incident of shortage of Rs. 20,000 and Rs. 10,000 detected on 8-10-98 and 20-10-98 for Mr. Jayaprakash (Ex. W2) was charge sheeted. He was awarded the punishment of 'Censure'. Similarly MW4, Mr. Nayak for the incident of shortage taken place on 6-10-98 being charge sheeted and held guilty was also 'Censured'. MW3 for the incident on account of shortage taken place on 6-10-98 was held to be negligent in performing her duties and ultimately by way of punishment she was also Censured. Therefore, keeping in view the yardstick adopted by the management in taking a lenient view against the aforesaid banking officials for the incident of shortage and taking into account the fact that those officials of the bank also sailed in the same boat in which first party was sailing, similar punishment can be meted out to him. Their Lordship of Supreme Court in a

decision reported in 2002 SC case (L & S) 909 had laid down the principle that in a case where three workmen on almost identical charges found guilty of the misconduct in connection with the same incident they were found guilty in separate proceedings one of the them cannot be singled out for punishment of dismissal. At this stage, past record be noted.

25. As far as 3rd Charge is concerned it is quite minor in nature and might invite minor punishment. In the result the punishment of dismissal passed against the first party is hereby set aside substituting it by way of lesser punishment of withholding his two annual increments for a period of 2 years from the date of impugned punishment order.

26. Now, coming to the relief, reinstatement and backwages etc. it goes without saying that since the punishment of dismissal has been set aside, the first party is entitled to reinstatement in service. There has been no evidence let on the part of the management to speak to the fact that the first party has been gainfully employed when he was out of its service. On the other hand the first party has filed an affidavit swearing to the fact that he is not being gainfully employed from the date of the dismissal order. Therefore, keeping in view the fact that the impugned dismissal order was passed in the month of December 1999 and a long period of 6 years has already been elapsed, from that day onwards and the fact that he has been found guilty of the aforesaid charge Nos. 1 & 3, it appears to me that ends of justice will be met if the first party is awarded 75% of the backwages from the date of dismissal order till the date of his reinstatement with all consequential benefits. Hence the following Award :

AWARD

The management is directed to reinstate the first party workman in service with 75 per cent of the back wages, continuity of service and all other attendant benefits from the date of dismissal till the date of his reinstatement. Two Annual Increments for the period of 2 years are hereby withheld without cumulative effect from the date of impugned punishment order.

(Dictated to PA transcribed by her corrected and signed by me on 4th August 2005).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 26 अगस्त, 2005

का. आ. 3249—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बोर्ड ऑफ सैकेन्डरी एजुकेशन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-05 को प्राप्त हुआ था।

[सं. एल-42012/293/99-आई. आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 26th August, 2005

S.O. 3249.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Ajmer as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Board of Secondary Education and their workman, which was received by the Central Government on 26-8-05.

[No. L-42012/293/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)

पीठासीन अधिकारी :

अतुल कुमार जैन, आर एच जे एस

सी आई टी आर-4/2000

1. दिलीप कुमार पुत्र पांचूलाल, निवासी-1342/8, भगवान गंज, अजमेर।

बनाम

सेंट्रल बोर्ड ऑफ सैकेन्डरी एजुकेशन, जरिये क्षेत्रीय अधिकारी, सी बी एस ई, अजमेर।

5/2000

2. जितेंद्र कुमार पुत्र ओम प्रकाश, निवासी गोविंदपुर, अजमेर।

बनाम

क्षेत्रीय अधिकारी, सी बी एस ई, अजमेर।

6/2000

3. विशाल सिंह पुत्र भैरू सिंह, निवासी 989/32, अलवर गेट, अजमेर।

बनाम

क्षेत्रीय अधिकारी, सी बी एस ई, अजमेर।

उपस्थित :

श्री बी. एल. सैवरिया, एड. श्रमिक पक्ष की ओर से।

श्री एल. के. सोगानी, एड. बोर्ड की ओर से।

दिनांक : 13-5-03

अवाई

भारत सरकार द्वारा भेजे गये उक्त तीनों रेफरेंसों में तथ्य एवं वाद बिंदु लगभग समान हैं। अतः तीनों रेफरेंसों का समान आदेश के द्वारा सुगमता से निपटारा किया जा सकता है।

हमारे समक्ष विचारणीय बिंदु यह है कि क्या 28-5-99 को तीनों श्रमिक प्रार्थीगण दिलीप कुमार, जितेंद्र कुमार तथा विशाल सिंह को जूनियर असिस्टेंट के पद से विपक्षी द्वारा टर्मिनेट किया जाना वैधानिक एवं उचित था एवं यदि नहीं, तो उक्त श्रमिकगण किस अनुतोप के अधिकारी हैं ?

श्रमिक गण ने स्टेटमेंट ऑफ क्लेम दि. 30-6-2000 को हमारे न्यायालय में पेश किये थे तथा विपक्षी की ओर से जवाब दि. 11-5-01 को पेश किये गये थे। तीनों पत्रावलियों में प्रार्थी श्रमिक ने साक्ष्य में खुद का हलफनामा पेश किया है तथा उससे विपक्षी ने जिरह की है। सभी पत्रावलियों में विपक्षी की ओर से एस. देवदास, क्षेत्रीय अधिकारी, केंद्रीय बोर्ड सैकेंड्री शिक्षा, अजमेर तथा एम. एल. चौहान, अनुभाग अधिकारी, सी बी एस ई, अजमेर के शपथ पत्र पेश हुए हैं तथा उनसे प्रार्थी श्रमिकगण के वकील श्री बी. एल. सैवरिया ने जिरह की है। श्रमिक गण की ओर से दस्तावेजात प्रदर्श डब. 1 लगाया डब. 8 तथा नियोजक की ओर से हाजरी रजि. की नकलें प्रदर्श एम-1 तथा प्रदर्श एम-2 पेश किये गये हैं।

श्रमिक पक्ष का तर्क है कि सी बी एस ई, अजमेर में जूनियर असिस्टेंट का कार्य स्थाई प्रकृति का था तो साल में बारहों महीने चलता था तथा चूंकि सभी तीन श्रमिकगण ने उस पद पर उन्हें नौकरी से हटाये जाने से पूर्व के वर्ष में 240 दिन से अधिक समय तक लगातार कार्य किया था अतः उनका कहना है कि उन्हें धारा 25एफ औद्योगिक विवाद अधि. के तहत नियमानुसार रिट्रेंचमेंट नहीं किये जाने की वजह से निरंतर सेवा में मान लिया जाये तथा फुल बैक वेजेज उन्हें 28-5-99 से पुनः सेवा में लिये जाने तक के लिए दिलाये जायें। सभी प्रार्थी श्रमिकगण 2000 रु. के नियत मासिक वेतन पर बोर्ड द्वारा लगाये गये थे। श्रमिक पक्ष का यह भी कहना है कि उनकी सेवाओं को नियमित भी किये जाने के आदेश भी पारित किये जायें।

विपक्षी सी बी एस ई, अजमेर का कहना है कि अस्थायी प्रकृति के कार्य हेतु आठ माह की नियत अवधि के लिए 2000 रु. प्रति माह पर तीनों श्रमिकों को जूनियर असिस्टेंट के पद पर बोर्ड ने लगाया था तथा 28-5-89 को उनकी कांटेक्टुअल अपाईटमेंट की अवधि पूरी होने पर उन्हें सेवा से हटा दिया था। विपक्षी का कहना है कि वर्तमान मामले पर औद्योगिक विवाद अधि. की धारा 1947 की धारा 2(ओओ) (बीबी) लागू होती है तथा प्रार्थी श्रमिकगण का टर्मिनेशन रिट्रेंचमेंट की परिभाषा में नहीं आता है अतः श्रमिकगण धारा 25एफ औद्योगिक विवाद अधि. 1947 के तहत कोई लाभ पाने के अधिकारी नहीं हैं।

विपक्षी के गवाह श्री एस. देवदास ने जिरह में बताया है कि नियुक्ति के समय उन्होंने श्रमिकों के नाम रोजगार कार्यालय से मंगाये थे तथा फिर उनकी परीक्षा व साक्षात्कार लिये जाने के बाद एवं मेडिकल जांच के बाद ही उनको नियुक्ति प्रदान की गयी थी। वह कहते हैं कि यह गलत है कि उक्त श्रमिकों को हटाने के बाद उन्होंने नये श्रमिकों को काम पर रखा हो। यह कहते हैं कि प्रार्थी श्रमिकगण जो काम करते थे वह काम अब बोर्ड नियमित कर्मचारियों से करवाती है। इस गवाह का कहना है कि परीक्षा के दिनों में उनके यहां कार्य बढ़ जाता है तथा प्रार्थी श्रमिकगण से लिया गया कार्य सीजनल प्रकृति का होने के कारण उन्हें केवल मात्र आठ माह के लिए कांटेक्ट बेसिस पर नियुक्त किया गया

था। यह गवाह कहता है कि अक्टूबर से मई माह में बोर्ड ऑफिस में कार्य की अधिकता रहती है। उभय पक्ष के अन्य गवाहान् ने श्री देवदास के बयानों को नहीं झुठलाया है।

प्रार्थी श्रमिकगण का कहना है कि कांटेक्टुअल अपाईटमेंट की आड़ में विपक्षी बोर्ड धारा 25एफ औद्योगिक विवाद अधि. 1947 के प्रावधानों की अनदेखी कर रहा है तथा 240 दिन का प्रत्येक श्रमिक का एक वर्ष में सेवाकाल पूरा होने पर भी इसे न तो सेवा में नियमित किया जा रहा है और न ही सेवा में बहाल किया जा रहा है।

इस प्रकरण में हमारे समक्ष उभयपक्ष ने स्वीकार किया है कि सभी तीन श्रमिक प्रार्थीगण ने उन्हें नौकरी से हटाये जाने से पूर्व बोर्ड ऑफिस में विपक्षी के यहां पर एक वर्ष में लगातार 240 दिन से अधिक समय के लिए जूनियर असिस्टेंट के पद पर दो हजार रु. प्रति माह समेकित वेतन पर कार्य किया है। धारा 2(ओओ) (बीबी) औद्योगिक विवाद अधि. 1947 में स्पष्ट बताया गया है कि यदि नियोजक अपने यहां श्रमिक को किसी संविदा के तहत नौकरी पर रखता है एवं संविदा की अवधि पूरी होने पर यदि संविदा का नवीनीकरण नहीं किया जाता है जो संविदा अवधि की समाप्ति पर श्रमिक का टर्मिनेशन औद्योगिक विवाद अधि. के तहत रिट्रेंचमेंट (छंटनी) की परिभाषा में नहीं आयेगा और ऐसे मामलों में जाहिर है कि धारा 25एफ औद्योगिक विवाद अधि. 1947 लागू नहीं की जा सकती है। सीजनल प्रकृति के कार्यों के लिए श्रमिकों को संविदा के तहत निश्चित अवधि के लिए कार्य पर लगाया जाना इंडस्ट्रियल लॉ में अनुचित नहीं माना गया है। माध्यमिक शिक्षा परिपद, यू. पी./अनिल कुमार मिश्रा एआईआर 1994 एस सी पेज 1638 वर्तमान प्रकरण में पूरी तरह लागू होता है। उक्त नज़ीर में माननीय सर्वोच्च न्यायालय की पूर्ण पीठ ने यह निर्धारित किया था कि श्रमिकों में एड हॉक असाइनमेंट पर एज्यूकेशन बोर्ड में उन पदों पर कार्य किया था जो स्वीकृत नहीं थे, तो ऐसी सूरत में श्रमिकों ने भले ही 240 दिन की अवधि कार्य पर पूरी कर ली हो तो भी वे नियमितिकरण के अधिकारी नहीं कहला सकते हैं। इस नज़ीर में माननीय सर्वोच्च न्यायालय ने यह भी तय किया कि धारा 25 एफ औद्योगिक विवाद अधि. के तहत छंटनी की प्रक्रिया निर्धारित की गयी है लेकिन उसमें यह कहीं नहीं कहा गया है कि 240 दिन की सेवा अवधि पूरी होते ही कोई चर्कर नियमितिकरण का हकदार हो जाता हो।

माननीय राज. उच्च न्यायालय की खंडपीठ ने राम प्रसाद/स्टेट ऑफ राज. 1992 एल आई सी 2139 (2140) में औद्योगिक विवाद अधि. की धारा 2(ओओ) (बीबी) को अवैधानिक घोषित करने से इंकार कर दिया था।

गुजरात उच्च न्यायालय की खंड पीठ ने भी जे. जे. श्रीमाली/डी. डी. ओ. जिला पंचायत 1989 एल आई सी 689(697) में यह निर्धारित किया था कि सेवा करार में यदि यह शर्त रखी गयी हो कि अकाल राहत का काम खत्म होने पर कर्मचारी को सेवा से हटा दिया जायेगा तो ऐसे मामलों में अकाल राहत का काम खत्म होने पर हटाया जाने पर कर्मचारी छंटनी के मुआवजे का हकदार नहीं कहलायेगा तथा उसकी सेवायें धारा 2(ओओ) (बीबी) आई. डी. एक्ट 1947 के तहत गवर्न होंगी।

माननीय सर्वोच्च न्यायालय ने 1996 एल आई सी 221 मोरिंडा कॉर्पोरेटिव शूगर मिल्स/राम किशन में यह निर्धारित किया था कि जहां

पर शक्कर की फैक्ट्री में गन्ने के मौसम में ही कर्मचारियों से काम लिया जाता था, यहां भले ही किसी कर्मचारी ने लगातार 240 दिन तक गन्ने के सीजन में काम किया हो तो भी नौकरी से हटाये जाने पर वह छंटनी के मुआवजे का हकदार नहीं होगा क्योंकि इस पर धारा 2(ओओ)(बीबी) आई. डी. एक्ट 1947 लागू होगी।

उक्त स्पष्ट नज़ीरों एवं सेवा करार प्रदर्श डब. 4 की स्पष्ट शर्तों को देखते हुए इस प्रकरण में श्रमिक पक्ष द्वारा पेश की गयी निम्न नज़ीरें भी श्रमिक पक्ष को कोई राहत दिलवाने की अधिकारी नहीं रह जाती है :—

1. 1999 एल एल आर एस सी 433 सैक्रेट्री एच एस ई बी/सुरेश
2. 1995 एल एल आर एस सी 552 जी ई बी/एस एम एस
3. 2801 एल आई सी 3273 झारखंड बलिहारी कोलरी/पी. ओ.
4. 1990 एल एल आर गुजरात 589 एफ सी आई वर्कर्स यूनियन/एफ सी आई
5. 2002 एल एल आर एस सी 933 जी. आर./वी. टी. नि.
6. 2002 एल एल आर एस सी 928 मैसर्स प्राण नाथ/दीपक कुमार उक्त नज़ीर वर्तमान प्रकरण में इसलिए लागू नहीं होती है क्योंकि प्रार्थी श्रमिकगण से जूनियर कर्मचारी बोर्ड में सेवारत होना प्रार्थी पक्ष नहीं बता सके हैं।
7. 2003(1) एल एल जे राज. पेज 256 स्टेट ऑफ राज./महेन्द्र जोशी
8. 2001(11) एल एल जे राज. पेज 1593 स्टेट/हरचंद
9. 2001(11) एल एल जे पी एंड एच पेज 1610 एस डी ओ अंबाला/पी. ओ.
10. 2003 एल एल आर राज. पेज 154 एन. के. शर्मा/म्युनिसिपल बोर्ड
11. 2003 एल एल आर 154 झारखंड 154 ए. पी. कोलरी/पी. ओ.
12. 2002 एल एल आर राज. 907 स्टेट ऑफ राज./महामंत्री टोंक जिला वन संघ
13. 2002 कर्नाटका एल एल आर 1145 नागप्पा/मैनेजमेंट
14. 2002 एल एल आर गुजरात 955 सुनील/गुजरात बिजली बोर्ड
15. 2003 एल आई सी मद्रास पेज 15 टी पी टी कॉर्पोरेशन/एस. के.
16. 2003 एल एल आर आंध्र पेज 202 के. एल. के./पी. ओ.

17. 2003 एल एल आर इलाहाबाद 236 एन. के. जैन/पी. ओ.
18. 2003 एल आई सी आंध्र 204 वी. सी./डी जी, आर पी एफ
19. 2001 एल आई सी दिल्ली 3597
20. 2001(11) एल एल जे पंजाब 1149 स्टेट ऑफ हरियाणा/मनीराम
21. 2002(11) एल एल जे गुजरात 607 एस. बी. जानी/गुजरात बिजली
22. भीमराज./वी. आर. एस. डी. वी. संघ 2003(3) डब्ल्यू एल एन 690

इस प्रकार तीनों प्रकरणों में प्रार्थी श्रमिकगण औद्योगिक विवाद अधि. की धारा 2(ओओ)(बीबी) से अनुशासित होती है एवं उनका मामला रिट्रैक्ट की परिभाषा में नहीं आने से 240 दिन की सेवा पूरी कर लेने पर भी वे किसी मुआवजे अथवा सेवा की निरंतरता बनवाये रखने के अधिकारी नहीं कहे जा सकते हैं। माध्यमिक शिक्षा बोर्ड से यह अपेक्षा अवश्य की जा सकती है कि भविष्य में पुनः कांटेक्ट बेसिस पर सीजनल नियुक्ति करते समय पूर्व के अनुभवी इन कर्मचारियों को वह नये अभ्यर्थियों की तुलना में वरीयता देने का प्रयास करेगा।

इस प्रकार के रेफरेंस उक्त प्रकार से श्रमिक पक्ष के विरुद्ध तथा नियोजक के पक्ष में निर्धारित किया जाता है।

अतुल कुमार जैन, न्यायाधीश

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 17 अगस्त, 2005

का. आ. 3250.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2005 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध तमिलनाडू राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

“जिला कांचीपुरम में श्रीपुरुमुदूर तालुक के श्रीपुरुमुदूर, मण्णूर, सेंगाडु, मूवलूरकुप्पम, तण्डलम, नेमिली, पेन्नलूर, माम्बाक्कम, पोण्डूर, इरुडकाट्टुक्कोट्टै, काट्टाम्बाक्कम, ईरुगुलम, वडमंगलम, पांडिचेरी, किलाई, सिरूकिलाई, आयकोलतूर, वलरपूरम, पिल्लैप्पाक्कम, वेंकाडु, इरुम्पेडु, कोलतूर, ओड्डनकरनै, गुण्डु पेरुम्पेडु, सिरूकलतूर, बडकाल, अरनेरी, आदि राजस्व ग्राम।”

[संख्या : एस-38013/48/2005-एस. एस.-1]

संयुक्ता रे, अवर सचिव

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 17th August, 2005

S. O. 3250.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st Sept., 2005 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been

brought into force] of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :—

“Areas comprising the Revenue Villages of Sriperumdudur, Mannur, Sengadu, Mevalurkuppam, Thandalam, Nemili, Pennalur, Pondur, Mambakkam, Irungattukottai, Katrambakkam, Irungulam, Vadamangalam, Pandicherry, Kiloy, Sirukiloy, Ayakolathur, Valarpuram, Pillaipakkam, Venkadu, Irumpedu, Kolathur, Oddankaranai, Gundu Perumpedu, Sirukalathur, Vadakal and Araneri of Sriperumpudur Taluk in Kancheepuram District.”

[No. S-38013/48/2005-S. S.-I.]

SANJUKTA RAY, Under Secy.